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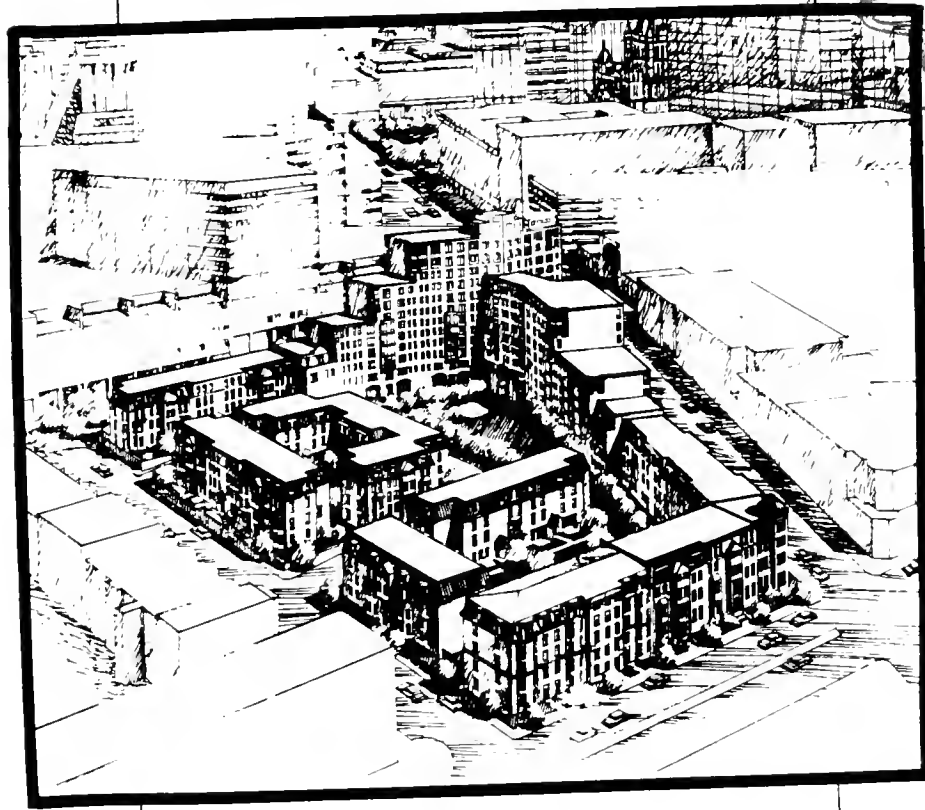
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HOUSING CREATION PROPOSAL

by
Urban Investment and Development Co.
Developer of 116 Huntington Avenue
for
TENT CITY HOUSING

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KANE SIMONIAN
Secretary

870831-020

116 Huntington Avenue
Housing Creation Documents

1. Memorandum from William L. Whitman
2. Housing Creation Plan by Urban Investment and Development Co.
3. Contributions by Urban Investment and Development Co. to Tent City Housing
4. Tent City Renderings
5. 116 Huntington Avenue Fact Sheet
6. Tent City and 116 Huntington Avenue Location Map
7. 116 Huntington Avenue Renderings
8. Proposed 116 Huntington Avenue Development Impact Plan
9. Proposed 116 Huntington Avenue Development Impact Agreement and Housing Creation Approval

MEMORANDUM

TO: Neighborhood Housing Trust

FROM: William L. Whitman, Assistant to the Director
Boston Redevelopment Authority

DATE: August 13, 1987

RE: Tent City Housing/116 Huntington Avenue Creation

Summary

Urban Investment and Development Co. ("Urban") seeks approval of a Housing Creation Plan for the 116 Huntington Avenue project. As part thereof, it seeks a determination that its contributions to the Tent City affordable housing project were sufficient to meet linkage obligations of the 116 Huntington Avenue project.

Soon after Mayor Flynn took office, discussions commenced between Urban and the City regarding Urban's cooperation in the development of the Tent City affordable housing project in the South End. At the time Urban, the developer of Copley Place, owned over 50 percent of the 3.3 acre site on which Tent City now is being constructed and was using its land for Copley Place parking.

Despite the commitment of considerable sums of city and state resources to Tent City, the project was at a standstill because it still had a financial gap. The city was unable to secure federal assistance in the form of an Urban Development Action Grant ("UDAG"), despite having restructured the program and reduced the application amount from \$10 million to \$3.5 million. As a result, Urban and the BRA agreed, with the assent of Tent City Corporation, to eliminate the need for UDAG funds for the housing project by replacing them with the value of parcel 1-A, now owned by the BRA. Parcel 1-A is contiguous to land leased by Urban from the Massachusetts Turnpike Authority and is within Fenway Urban Renewal Parcel 1. See attached site maps.

Urban agreed that it sought only to be made whole between the Tent City development and the development on Parcel 1, now known as 116 Huntington Avenue. The BRA, being unable to guarantee development approvals for any particular size building at such a preliminary stage, committed collateral in an amount equal to Urban's estimated contributions to Tent City, \$10 million. It was agreed in concept that, in order for Urban to be made whole, the proposed Parcel 1 development should receive credit against

its linkage obligations for the contributions to Tent City made by Urban with the understanding that subsequent legal events would have to occur, such as cost certification, public review, public hearings, and execution of documents.

Tent City

The Tent City development is sponsored by the Tent City Corporation, a non-profit, community-based development corporation. Tent City Corporation is eligible to receive linkage funds under the criteria set forth in section V.D. of the Neighborhood Housing Trust's Rules and Regulations and under the Boston Redevelopment Authority's Housing Creation Regulations.

The Tent City development consists of 271 units of housing of which 202 units are affordable to families whose incomes are below 80% of the Boston SMSA. 67 units (25%) are reserved for low-income tenants with section 8 or 707 certificates. 135 units (50%) are reserved for moderate-income tenants. The remaining 67 units will be rented at market rates.

Physically, the Tent City development includes a 698 car parking garage, built and owned by Urban, of which 129 spaces have been set aside for the occupants of the Tent City housing. The housing development, which literally sits on top of the garage, was designed by Goody, Clancy & Associates with extensive review by the community and the Authority and consists of both town-houses and mid-rise structures occupying the entire development site between Dartmouth Street, Columbus Avenue, Yarmouth Street and the Southwest Corridor. The construction of the housing portion of the project is being financed by MHFA and syndication proceeds raised and contributed by Tent City Corporation, with operating and interest subsidies from State Housing Assistance Rental Program, the City of Boston Neighborhood Development Fund (Copley Place UDAG repayments), and Section 8 and 707 certificates.

Housing Creation Contributions

Urban's contributions to the Tent City project consist of the following:

1. Approximately 1.7 acres of land;
2. Premium costs associated with building the parking garage below grade;
3. Dedication of 129 parking spaces to the housing development; and
4. Miscellaneous development premiums associated with participating in a joint development with Tent City Corporation.

Those costs were estimated in December of 1985 to be of \$10 million. In reality, they exceed \$11 million. See Section 3. To the extent Urban's contributions exceed \$10 million, those contributions are to be credited against any linkage obligation arising from approval of 116 Huntington Avenue.

The 116 Huntington Avenue development is currently proposed to be approximately 265,576 gross square feet. This square footage yields a linkage obligation of approximately \$827,880, payable over seven years. The Net Present Value of that amount is approximately \$605,361 using a blended discount rate of 8.5% as provided for in the Housing Creation Regulations. As indicated above and set forth in Section 3, Urban has contributed substantially in excess of that amount to the Tent City project. The Net Present Value of Urban's linkage is actually less than \$605,361 if one takes into account the fact that its contributions to Tent City were made during 1986 and its first payment for 116 Huntington Avenue won't be due until late 1987.

Conclusion

- 1) The Tent City development is an eligible housing project under section V.E. of the Neighborhood Housing Trust Rules and Regulations and under the Boston Redevelopment Authority's Housing Creation Regulations.
- 2) The affordable units would not have been created but for Urban's contributions.
- 3) Urban's contributions which are attributable to the low and moderate income units substantially exceed the value of its Article 26A obligations.
- 4) Affordable units shall remain so for 99 years pursuant to the Boston Redevelopment Authority ground lease.
- 5) The project is under construction and is due to be occupied late this Fall, thus proving site control and financial feasibility.
- 6) Tent City Corporation will construct and market all units in accordance with the City's Resident Construction Employment and Boston Fair Housing ordinances, respectively.
- 7) All units being constructed comply with state sanitary and City building codes.
- 8) The amount of linkage per unit is \$2,997 or \$605,361 divided by 202 units.

It is recommended, therefore, that the Neighborhood Housing Trust concur with the proposed finding that Urban has satisfied any obligations which might have arisen under Article 26A of the Boston Zoning Code by virtue of the aforementioned housing contributions to the Tent City development, and recommend to the Authority that it approve the Development Impact Project and Housing Creation Plans submitted by Urban to the extent of such finding and discharge obligations Urban might otherwise have had under Article 26A with respect to its 116 Huntington Avenue development in consideration thereof.

HOUSING CREATION PLAN
by
URBAN INVESTMENT AND DEVELOPMENT CO.,
as Developer for
116 HUNTINGTON AVENUE

116 Huntington Avenue Linkage Commitment.

On December 19, 1985, Urban Investment and Development Co. ("Urban") received tentative designation as the developer of Parcel A-1 in the Fenway Urban Renewal area. This designation was made in conjunction with the execution of a Memorandum of Understanding dated December 31, 1985 between Urban, the Boston Redevelopment Authority, and Tent City Corporation, a single-purpose, non-profit community based corporation formed for the purpose of developing the above-grade housing portion of the Tent City development. Pursuant to the Memorandum of Understanding, Urban agreed to make significant contributions to the construction of the Tent City development, and the BRA agreed to give Urban the opportunity to develop the 116 Huntington Avenue site.

The 116 Huntington Avenue project proposes the construction of a 16-story office building containing approximately 265,576 gross square feet of office and ground floor retail space. The project also proposes below-grade parking of approximately 93 spaces.

In early September, Urban will apply to the BRA for approval of a Development Impact Project Plan for 116 Huntington Avenue, and will agree to enter into a Development Impact Project Plan Agreement with the BRA. Pursuant to that Agreement, Urban will be obligated to make a housing contribution of approximately \$827,880. This amount, if paid in cash, would be due in seven equal annual installments of \$118,269, with the first installment due upon issuance of the building permit, and with the remaining six installments due annually on the anniversary of the first payment. If the net present value formula set forth in the BRA's Housing Creation Regulations were applied to the above payment stream, the Net Present Value of such stream would be \$605,361. If one further takes into account the fact that the Developer made its contribution to the Tent City development a full year or more prior to the first housing contribution payment becoming due, the Net Present Value as of such date would be \$553,903.

The Tent City Contribution.

Pursuant to the Memorandum of Understanding referenced above, and a ground lease between the BRA and Urban dated as of March 7, 1986, ^{Urban} made the following contributions to the Tent City development:

- 1) Urban donated 12 parcels of land (containing approximately 76,000 square feet) to the BRA on the site known as Tent City (South End Urban Renewal Parcel 11);
- 2) Urban constructed a 2 level, 698-car underground garage on the Tent City site;
- 3) Urban agreed to set aside 129 parking spaces in the Tent City garage at below market rent for use by residents of the low and moderate income housing built on the Tent City site;
- 4) Urban agreed to construct the necessary foundations to support the housing portion of the Tent City development; and
- 5) Urban agreed to operate and maintain the garage for 30 years.

The construction of the garage and the foundation has been completed, and the garage is now operational.

After executing the Memorandum of Understanding, Tent City Corporation assigned its rights and obligations to construct the above-grade housing portion of the Tent City development to Leighton Park Limited Partnership, a partnership of which a subsidiary of Tent City Corporation is the managing general partner. Leighton Park is in the process of constructing 271 units of housing, of which 202 units are affordable. 67 units (25%) are reserved for low-income tenants with section 8 or 707 certificates. 135 units (50%) are reserved for moderate-income tenants. The remaining 67 units will be rented at market rates. Construction of these housing units is 85% complete, with initial occupancy estimated as of November 15, 1987. But for Urban's contributions to the Tent City development, the construction of these low and moderate income housing units would not have occurred.

Attached hereto as Exhibit A is a detailed breakdown of the actual contributions made by Urban to the Tent City Development. These contributions equal \$ 11,284,694.

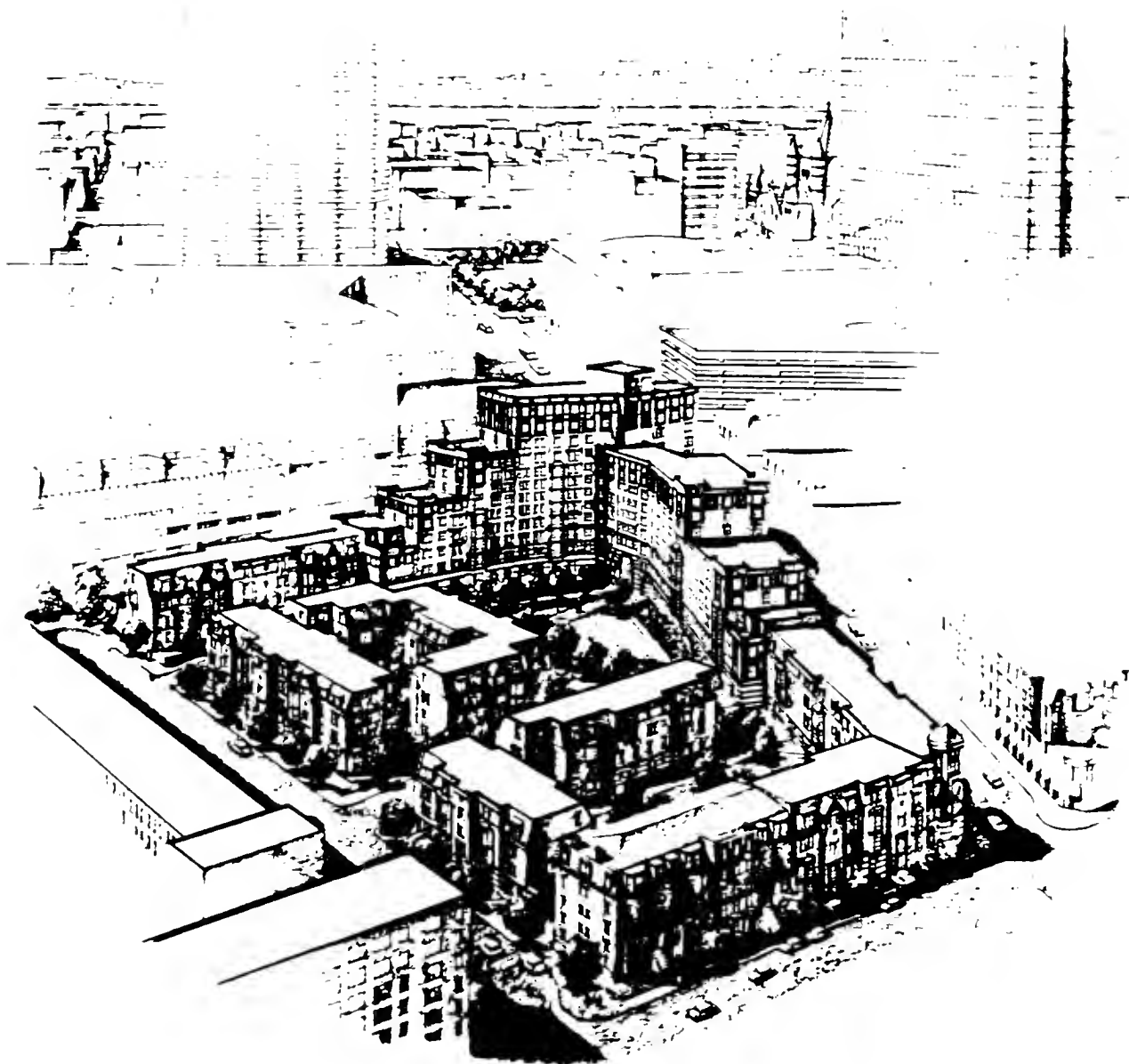
Conclusion.

Urban is proud to submit this Housing Creation Plan which indicates that Urban's contributions to the Tent City Development far exceed the \$827,880 Housing Contribution required by the Boston Zoning Code, and looks forward to continuing to work with the Boston Redevelopment Authority, the Neighborhood Housing Trust and the City of Boston for the benefit of low and moderate income families in the City.

VS-2141/q

EXHIBIT A

URBAN INVESTMENT AND DEVELOPMENT CO.
CONTRIBUTIONS TO THE TENT CITY PROJECT
BOSTON, MASSACHUSETTS





March 19, 1987

Mr. Stephen F. Coyle, Director
Boston Redevelopment Authority
One City Hall Square
Boston, Massachusetts 02201

Re: 116 Huntington Avenue Project
Linkage Contributions

Dear Mr. Coyle:

In accordance with the Memorandum of Understanding, Urban made certain contributions towards the development of the Tent City Housing Project. These contributions were to be considered as Housing Creation Exactions, which by the above Agreement would exempt Urban from any additional payments under the Development Impact Project Agreement relating to the proposed 116 Huntington Avenue building. As our portion of the Tent City Project including the garage and housing support structure are essentially completed, we can now substantiate that the actual contributions are consistent with the original estimate made in mid-1985 totalling \$10,000,000. The following report provides you with the pertinent details and support documentation.

Briefly, Urban's contributions can be categorized as follows:

- The design and construction of 129 parking spaces dedicated to the Tent City Housing residents.
- The premium costs associated with building a below-ground garage necessary to accommodate the housing above.
- Providing the necessary foundations and support structure to accommodate the housing project.
- All related soft costs including professional fees, real estate taxes, financing costs, and management expenses, etc. during the construction period.
- Urban's on-going commitment to secure, operate and maintain 129 spaces for thirty years.
- Urban's on-going obligation to pay real estate taxes for the 129 spaces for the next thirty years.
- Urban's land donations to the BRA.

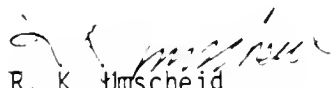
Consistent with the obligations set forth in the Memorandum of Understanding, we have asked the Project Architect, Goody, Clancy and Associates, Inc. to prepare the appropriate cost allocation formulas for design and construction based upon final project costs. Their report including the general contractor's (Turner Construction Company) latest certified Application for Payment is enclosed. Based upon the Architect's allocations, we prepared a summary of all related soft costs on the same pro-rata basis.

As shown on the attached summary, our actual contributions total \$12,124,694, excluding real estate taxes which far exceeds our linkage obligations totalling some \$1,068,000 for the proposed 116 Huntington Avenue Project. We did not include the real estate taxes which we are obligated to pay for the 129 space garage for the residents, as we do not have an updated tax appraisal from the Assessor's Office. However, using our Copley Place garage as a comparable facility, taxes are estimated to be about \$680 per space which equates to some \$87,720 for the 129 spaces. On a net present value basis, this means we will be contributing in excess of an additional million dollars to the residents over the next thirty years.

We are prepared to provide whatever additional information you might require and/or to make available our project records to substantiate the above costs.

Very truly yours,

URBAN INVESTMENT AND DEVELOPMENT CO.



R. K. Umscheid
Senior Vice President

RKU/cb
Attachments

March 17, 1987

Mr. Rudy Umscheid
Urban Investment and Development Co.
One Copley Place, Suite 600
Boston, Massachusetts 02116

Re: Leighton Park Housing

Dear Mr. Umscheid:

We understand that the Boston Redevelopment Authority has requested that we prepare a report, as Project Architects for the Leighton Park Housing Development, which explains Urban's cost contributions to the Housing component. In our judgment, these contributions fall into three major categories:

1. The cost of the 129 parking spaces dedicated to the Leighton Park Housing residents.
2. The premium costs of the below-grade Garage facility occasioned by the Housing being situated above.
3. The additional Professional Fees associated with the Garage, again occasioned by the provisions necessary to be made for the Housing above.

In preparing the following summary report, we have collaborated with the Project Structural Engineers, Zaldastani Associates, Inc.:

1. The total Garage is designed to accommodate 698 cars, of which 129 are reserved for the Leighton Park Housing residents. The cost of these reserved parking spaces may be determined as a unit cost of the total garage construction cost.
2. The premium cost to Urban of the Garage foundation and associated work related to the Housing can most easily be understood by comparing a similar Garage facility without the Housing component superimposed.

If Urban were to build a parking garage on the site to accommodate approximately 569 cars, and the construction of building a totally underground garage to support the housing construction and landscaped plaza above did not exist; then, Urban would most logically build a free-standing parking

structure which would consist of one level below grade (because miscellaneous junk fill would require removal anyway), and probably five levels above grade, the top deck remaining un-roofed. This configuration would conform to previously existing zoning and height restraints and could be a logical and economical structure. From their experience in designing and bidding comparable structures, as applied to this specific location, site and soil conditions, Zaldastani Associates believes such a parking structure's construction cost would approximate nine thousand dollars (\$9,000.00) per parking space. The premium cost of the 569 Leighton Park Housing parking spaces would be the difference between the actual cost of parking, per space, versus the theoretical cost estimated by Zaldastani Associates. To this would have to be added the pro rata share of other costs (testing, signage, furniture, etc.) not included in the Contractor's scope.

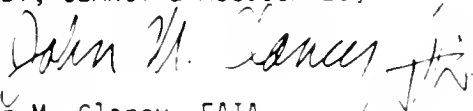
3. Our design fees for Leighton Park are based upon a combination of both the Garage and Housing structures. Large projects such as these tend to have smaller fees due to the volume of work involved. The theoretical free-standing parking garage on the other hand would have been more economical to construct, but the fee structure would have been higher on a percentage basis when compared to Leighton Park. This is due to fixed costs and additional architectural design services required to treat an above-grade structure.

Our design fee for Leighton Park is 3.29% of the construction cost. We estimate that had the free-standing garage been built instead, our fee would have been 5.8% of the construction cost.

I trust that the foregoing assessments are satisfactory to the Boston Redevelopment Authority. If any additional information is required, please do not hesitate to contact me.

Sincerely,

GOODY, CLANCY & ASSOCIATES, INC.



John M. Clancy, FAIA

JMC:ka

cc: Michael Jolliffe, Zaldastani Associates
Paul Dudek; Goody, Clancy & Associates, Inc.



URBAN
INVESTMENT AND
DEVELOPMENT CO.

URBAN INVESTMENT AND DEVELOPMENT CO.
CONTRIBUTIONS TO LEIGHTON PARK HOUSING

1. The design and construction of 129 parking spaces dedicated to the Tent City Housing residents.
2. The premium costs associated with building a below-ground garage necessary to accommodate the housing above.

Providing the necessary foundations and support structure to accommodate the housing project.
3. All related soft costs including professional fees, real estate taxes, financing costs, and management expenses, etc. during the construction period.
4. Urban's on-going commitment to secure, operate and maintain 129 spaces for thirty years.
5. Urban's land contributions to the Boston Redevelopment Authority (BRA), excluding its below-grade rights to a garage and reciprocal land contributed by the BRA to Urban.

Aug. 1987

LEIGHTON PARK HOUSING
LINKAGE CONTRIBUTIONS SUMMARY

1. Construction Cost to Urban for 129 Parking Spaces Dedicated to Leighton Park Housing

Total Cost of Parking Garage	\$12,358,725	
No. of Spaces: 698		
Cost per space:	17,706	
129 Housing Spaces @ \$17,706 =		\$ 2,284,074

2. Premium Costs for Below-Grade Parking Structure

569 Spaces @ \$17,706 (Actual) =	\$10,074,714	
569 Spaces @ \$9,000 (Est.) =	<u>5,121,000</u>	
	S/T	\$ 4,953,714

Incremental Design Fees for Below-Grade Garage

A. Leighton Park 3.29% of \$12,358,725 =	\$ 406,000	
B. Free Standing Garage 5.8% of \$5,121,000 =	297,000	
Premium Cost for Below-Grade Garage	S/T	<u>\$ 109,000</u>
		\$ 5,062,714

3. Soft Cost Attributable to Dedicated Housing Parking

Testing	\$ 40,000
Graphics	75,000
Furniture, Fixtures & Equipment (FF&E)	400,000
Security Consultant	10,000
Structural Peer Review	17,000
Soil Testing	22,000
Surveys	7,000
Geotechnical Consultant	35,000
Development Management (Excluding Fees)	200,000
Real Estate Taxes during Construction	94,523
Interest during Construction (12/86)	<u>553,000</u>
	\$ 1,503,000

Total Parking Spaces: 629
Dedicated Housing Parking 129 = .1849%

Soft Costs Attributable to Housing Garage	
.1849% of \$1,503,000	\$ 277,905

LEIGHTON PARK HOUSING
LINKAGE CONTRIBUTIONS SUMMARY (Cont'd.)

4. Premium Cost of Maintenance for 129 Dedicated
Leighton Park Housing Parking Spaces

Urban to maintain 129 spaces; Leighton Park Housing Authority to reimburse Urban \$225 per year/per space.

Urban's actual cost to maintain Garage is \$797 per year/per space, a shortfall of \$572 per year/per space. The present value of our contribution capitalized at 10% and assuming a 4% growth in the CPI is: (See Exhibit AA)

\$ 1,000,001

5. Land Conveyance (See Exhibit A)

\$ 2,660,000

TOTAL CONTRIBUTION

\$11,284,694



5. LAND CONTRIBUTIONS

Urban purchased 12 parcels totalling 76,000 sq. ft. in 1982 for \$3,500,000. The April price is escalated to reflect land value as of December 1986 based upon the CPI - Index for Boston Housing.

<u>Date</u>	<u>CPI</u>
March 1982	259.6
April 1982	262.0*
January 1986	366.5
November 1986	394.8
December 1986	397.4*

*Extrapolation:

Net Increase: April '82 - December '86
397.4 - 262.0 = 135.4

Net % Increase: $\frac{135.4}{262.0} = 52\%$

Land Value as of December 1986

$\$3,500,000 \times 1.52 = \$5,320,000$

The allocation of Land Value to Below-Grade Rights, Surface Rights, and Air Rights is as follows:

Below-Grade	25%	\$1,330,000
Surface	35%	1,862,000
Air Rights	40%	2,128,000
	<u>100%</u>	<u>\$5,320,000</u>

The distribution of land value is based upon income potential or value generated by building market rate housing comparable to those housing units available in the immediate area.



URBAN
INVESTMENT AND
DEVELOPMENT CO.

SUMMARY OF LAND CONTRIBUTIONS

Total Land Value as of 12/86	\$5,320,000
Less Below-Grade for Urban and BRA-Owned Parcels	

2 x \$1,330,000	<u>\$2,660,000</u>
Net Land Value Contributed to Tent City	<u>\$2,660,000</u>

Total Items 1 - 5	\$11,284,694
Less M.O.U. Sum to be offset by Development Rights to 116 Huntington Avenue	
Excess Contribution	<u>\$10,000,000</u> <u>\$1,284,694</u>

Housing Linkage Contribution Done as of 12/87 (Projected Groundbreaking/Building Permit) \$827,880 discounted @ 8½% to the 12/86 Time Line	
	<u>\$ 605,359</u>

Excess Housing Linkage Contribution	<u>\$ 679,335</u>
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OPERATING AND MAINTENANCE CONTRIBUTIONS
TOWARDS THE 129 CAR HOUSING GARAGE AT TENT CITY

<u>(1) Year</u>	<u>(2) Revenue</u>	<u>(3) Expense</u>	<u>(4) Loss</u>	<u>(5) Present Value</u>
				\$(1,000,000)
1987 1	\$ 30,186	\$106,925	\$ 76,739	
1988 2	31,394	111,202	79,808	
1989 3	32,650	115,650	83,000	
1990 4	33,956	120,278	86,322	
1991 5	35,315	125,090	89,775	
1992 6	36,728	130,094	93,366	
1993 7	38,198	135,298	97,100	
1994 8	39,726	140,710	100,984	
1995 9	41,315	146,339	105,024	
1996 10	42,968	152,193	109,225	
1997 11	44,687	158,281	113,594	
1998 12	46,475	164,613	118,138	
1999 13	48,334	171,198	122,864	
2000 14	50,268	178,046	127,778	
2001 15	52,279	185,168	132,889	
2002 16	54,371	192,575	138,204	
2003 17	56,546	200,278	143,732	
2004 18	58,808	208,290	149,482	
2005 19	61,161	216,622	155,461	
2006 20	63,608	225,287	161,679	
2007 21	66,153	234,299	168,146	
2008 22	68,800	243,671	174,871	
2009 23	71,552	253,418	181,866	
2010 24	74,414	263,555	189,141	
2011 25	77,391	274,098	196,707	
2012 26	80,487	285,062	204,575	
2013 27	83,707	296,465	212,758	
2014 28	87,056	308,324	221,268	
2015 29	90,539	320,657	230,118	
2016 30	94,161	333,484	239,323	

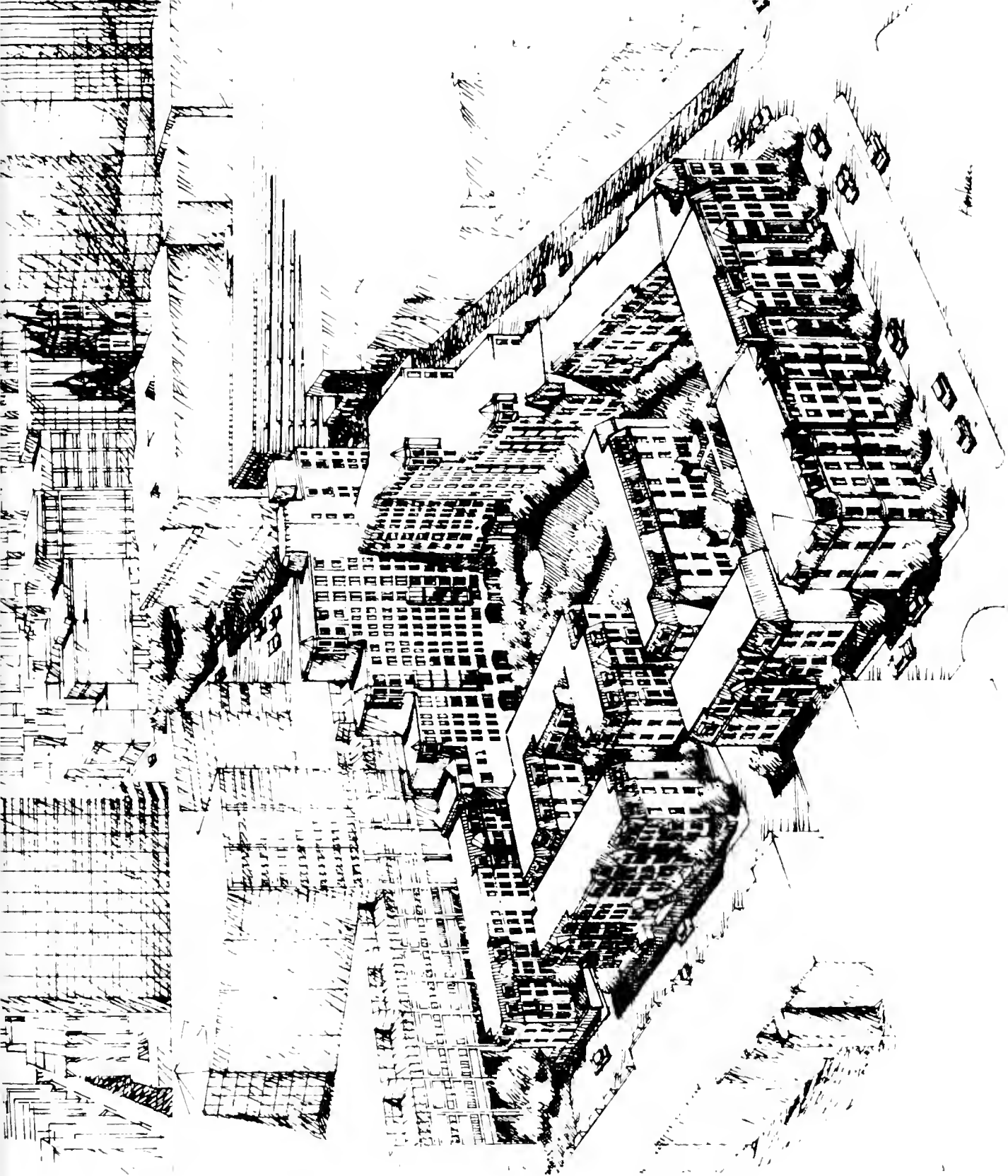
(1) Base year is 1986; escalation is estimated at 4% per annum.

(2) Per agreement, Tent City will pay Urban annually \$225 per space in 1985 dollars which will escalate per the Consumer Price Index (CPI).

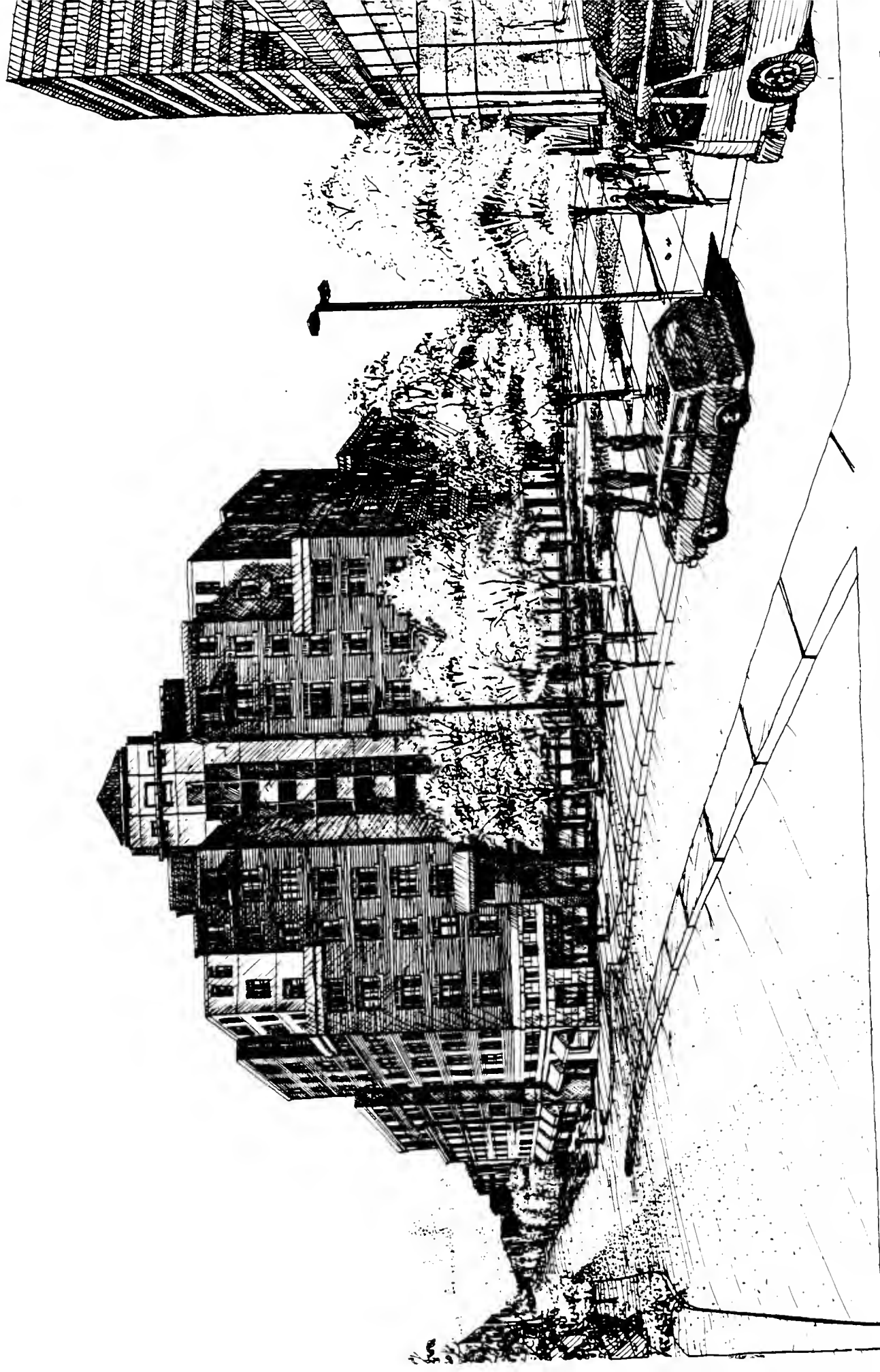
(3) Urban's operating budget for 1987 is \$556,515, or \$797 per space.

(4) Assumes Revenue and Expenses escalate at 4%.

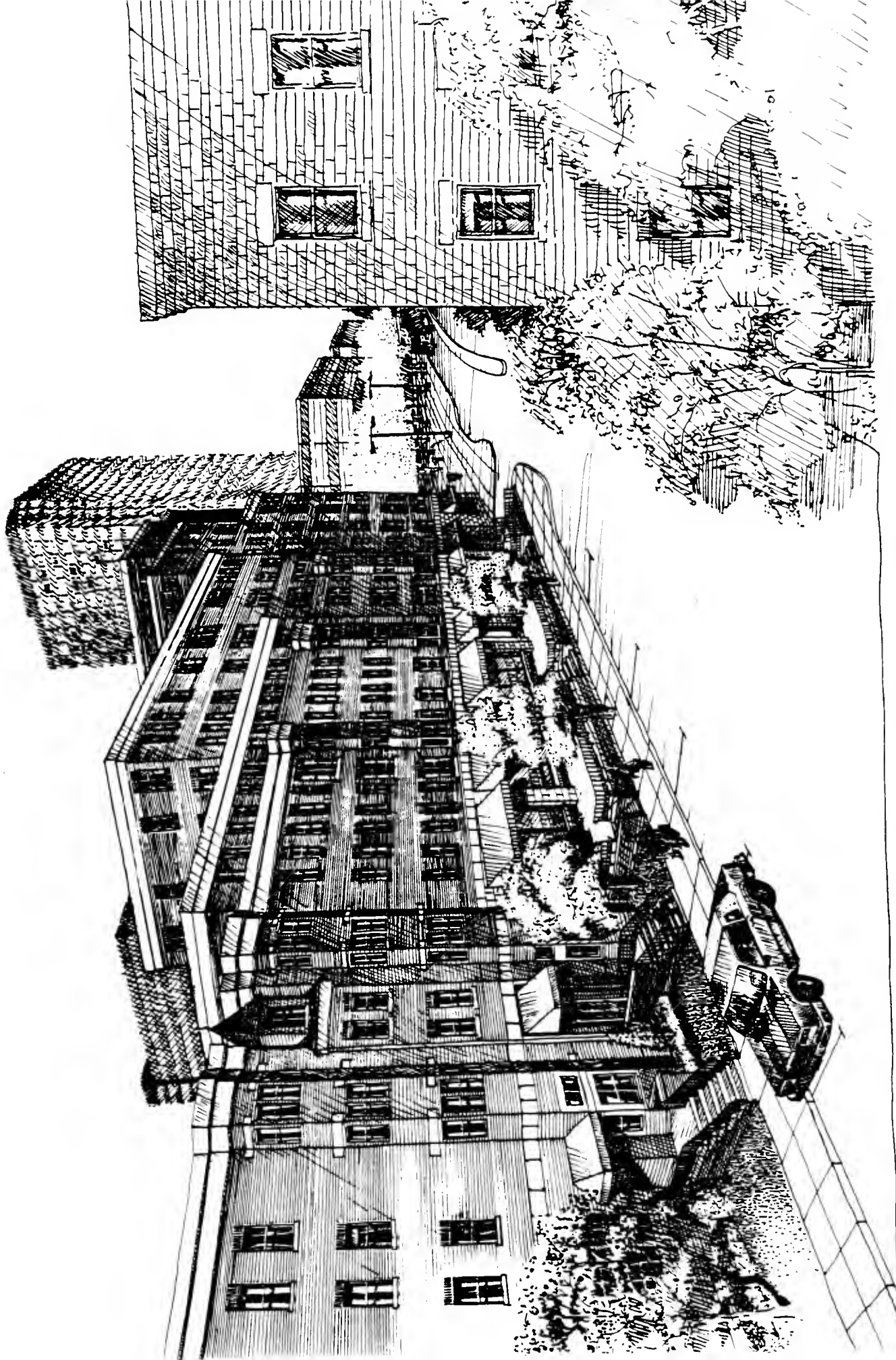
(5) Assumes Present Value @ 10% capitalization rate. Excludes real estate taxes.



Forster



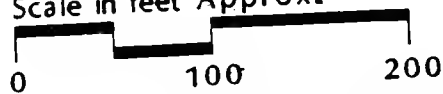
Tent City. Dartmouth Street Looking South



Trent City Dartmouth Street Looking North



Scale in feet Approx.



0 100 200
Cambi Associates Inc. Watertown, Massachusetts



DRAFT

BOSTON REDEVELOPMENT AUTHORITY

FACT SHEET

116 HUNTINGTON AVENUE
Boston, Massachusetts 02116

DEVELOPER Urban Investment and Development Co.
One Copley Place
Suite 600
Boston, MA 02116

ARCHITECT Childs, Bertman, Tseckares & Casendino,
Inc.
306 Dartmouth Street
Boston, MA 02116

SITE DESCRIPTION The project site is currently owned by
the Massachusetts Turnpike Authority
(MTA) and the Boston Redevelopment
Authority (BRA), and has been under
this joint ownership since the early
1960's, when a portion of the site was
acquired by the Boston Redevelopment
Authority as part of the Fenway Urban
Renewal Plan. The site is located at
the eastern edge of this renewal area,
just west of Copley Square and adjacent
to the recently completed Copley Place
mixed-use development. This approxi-
mately 20,000 square foot site is
bounded by Harcourt Street, Huntington
Avenue, Garrison Street, and Public
Alley 401 (see Exhibit A). Much of the
planned urban renewal has been com-
pleted. However, a few sites including
the proposed project site remain avail-
able for development.

The project site has been vacant for
over twenty years, since the Massachu-
setts Turnpike Authority acquired the
parcel for the construction of the
Massachusetts Turnpike Extension. In
the recent past it has been used for
staging and storage of equipment during
the construction of Copley Place, and
it has recently been converted to a
temporary surface parking facility for

48 cars, which is currently used by the Developer and its employees. At the time the Copley Place development was approved, it was contemplated that some form of commercial development would be undertaken at this site.

The proposed development of the project site entails the disposition of the currently vacant parcel to the Developer for the construction of a commercial building. This development will result from the transfer by the BRA of its portion of the site to the MTA, and the inclusion of this portion in the air-rights leased by the MTA to the Developer under the existing Copley Place air-rights lease. The BRA's disposition is pursuant to a Memorandum of Understanding dated December 31, 1985 between the Developer and the BRA. This agreement resulted from the following contributions by the Developer to the Tent City development:

- 1) The Developer's donation of twelve parcels of land containing approximately 76,000 square feet to the BRA on the site known as "Tent City" (South End Urban Renewal Parcel 11).
- 2) The Developer's construction of a two-level 698-car underground garage on that site.
- 3) The Developer's agreement to set aside 129 parking spaces in the garage at below-market rents for use by residents of the low and moderate income housing to be built on the Tent City site.
- 4) The Developer's agreement to construct the necessary foundations to support the housing portion of the Tent City development, and
- 5) The Developer's agreement to operate and maintain the garage for 30 years.

But for these contributions, the Tent City housing development, which will include more than 200 low- and moderate-income apartments on South End Urban Renewal Parcel 11, would not have been possible.

In exchange for these contributions, the BRA agreed (a) that it will convey to the Developer or its designee a portion of the site, (b) that it would process development approvals for a building in the site (c) that the Developer's contributions to the Tent City Project shall be credited as housing creation contributions under the Zoning Code, (d) and to the extent that the development or the site did not adequately compensate the Developer for its contributions to Tent City to provide alternate compensation.

PROJECT DESCRIPTION

The 116 Huntington Avenue Project proposes the construction of a 16-story office building which contains approximately 265,576 gross s.f. of office and ground floor retail space. The project also proposes below-grade parking of approximately 93 spaces. Access to the parking garage will be on Garrison Street, with service and delivery occurring from Harcourt Street.

Located on Huntington Avenue, a principal artery dominated by large-scale 20th century development, and also situated adjacent to an historic residential district of 19th century row-houses, the project has been designed to respond to those two different urban environments. The building consists of a granite and precast concrete low-rise base element with a street-level retail arcade. An articulated brick and limestone-colored precast concrete mid-section is highlighted by bay and bow windows, and two vertical elements rise from the mid-portion of the facade and culminate at the decorative crown of the building. The project proposes a building that fills a gap in the Huntington Avenue development corridor, which include The Towers of the

Christian Science Center, the Prudential Center, the Marriott Hotel, the Westin Hotel and the Hancock Towers. At 200 feet, 116 Huntington Avenue will be a transitional structure standing adjacent to the 386 foot Marriott Hotel, the 85 foot Garrison Hall, and the 110 foot Colonnade Hotel. Directly across the street is the 300 foot high "Mini-Pru".

In addition to constructing a building which is sensitive to its urban context, the proposed project seeks to enhance the visual quality of the area by eliminating a vacant parcel currently used as a parking lot, and by helping to create a cohesive streetscape along a principal pedestrian and vehicular corridor.

ESTIMATED
CONSTRUCTION TIME

Construction shall begin in January, 1988, with initial occupancy scheduled for the third quarter of 1989.

PROJECTED NUMBER
OF EMPLOYEES

During construction an estimated 350-400 construction jobs will be created. After completion the permanent employee population of the building will be approximately 1,000 to 1,200 people. The Developer has agreed to submit a plan detailing its plans to ensure that its construction manager, and those engaged by its construction manager, use reasonable efforts to meet the following standards: (1) at least 50% of total employee worker hours in each trade will be by Boston residents; (2) at least 25% of total employee worker hours in each trade will be by minorities; and (3) at least 10% of total employee worker hours in each trade will be by women.

DEVELOPMENT IMPACT
PROJECT CONTRIBUTION

The Developer will enter into a Development Impact Project Agreement and a Housing Creation Option Agreement, calling for a Housing Contribution of \$827,880 and a Jobs Contribution of \$165,576.

ZONING DEVIATIONS REQUIRED

The Developer will apply for approvals from the Board of Appeals with respect to the following:

1. The Building will have a floor-area ratio of approximately 12.78 in a B-2 Zone.
2. The Building will have 93 parking spaces. Because the Building is located in a Restricted Parking District, a conditional use permit may be required for an off-street parking facility.
3. Other miscellaneous approvals may be required.

A hearing before the Zoning Board of Appeal on the requested approvals will be scheduled in the near future.

COMMUNITY MEETINGS

The Developer has over the last year met with abutters and with representatives of the following neighborhood, preservation and other special interest groups to present the design concepts and to respond to comments and concerns:

Boston Society of Architects
Back Bay Association
The Druker Company
Prudential Development Corporation
St. Botolph Citizens' Committee,
Inc.
Copley Place Cooperative
Corporation
The Marriott Hotel
Christian Science Church
Massachusetts Historical Commission
Tent City Corporation
Neighborhood Association of the
Back Bay
Boston Preservation Alliance
Building and Construction
Trades Council

Special consideration was given to the concerns identified by the St. Botolph Citizens' Committee, Inc. and numerous meetings were held to identify and respond to the neighborhood's concerns. These include eight public meetings between the Developer and the St. Botolph Citizens' Committee, several meetings between Skidmore, Owings and Merrill (the environmental consultant for the project) and the St. Botolph Citizens' Committee, and numerous additional informal conferences and meetings.

In response to the concerns in the St. Botolph Citizens' Committee, the Developer has reduced the height of the building from 31 stories to 23 stories to 21 stories to 18 stories and finally to 16 stories, the height of the Proposed Project, which represents a reduction from 351 feet to 200 feet. In connection with these reductions, the Developer has completely redesigned the building at 21 stories, 18 stories and 16 stories, and has studied the implications of a 12 story building. In response to neighborhood concerns, the Developer has also eliminated a pedestrian bridge to Copley Place, has made significant facade changes, has upgraded the arcade and has agreed to provide community-related retail space on the ground floor. In addition, the Developer has proposed committing at least 30 parking spaces in the Building's underground garage for use by residents of the St. Botolph neighborhood during evening and weekend hours, at an initial below-market rate of approximately \$70 to 75 per space per month. The Developer has also given special consideration wherever possible in the Environmental Impact Report to the neighborhood's concerns.

SUMMARY OF ENVIRONMENTAL
IMPACT REPORT

An Environmental Impact Report - EOEA #5777 - was prepared to study the environmental effects of the proposed 116 Huntington Avenue Project. The

analysis indicates that the proposed project will not substantially affect the surrounding area studied by the report. A summary of the conclusions from the Final Environmental Impact Report is attached to the Development Impact Project Plan as Exhibit D. A Certificate of the Secretary of Environmental Affairs indicating that the project adequately and properly complies with the Massachusetts Environmental Policy Act is attached to the Development Impact Project Plan as Exhibit E.

VS-2142/q

116 Huntington Avenue
Project Area Map

EXHIBIT A



PARCEL 1/TENT CITY LOCATION MAP

The map illustrates the South End Urban Renewal Area, with a focus on the locations of Parcel 1 and Tent City. The area is bounded by Huntington Avenue to the west and the harbor to the east. Key streets shown include Copley Place, Yarmouth Street, West Canton Street, and Huntington Avenue. The Western International Hotel is located at the top left. The map also shows the locations of Ruggles Park and the South End Urban Renewal Area. A thick black line outlines the area covered by the map.

PARCEL 1

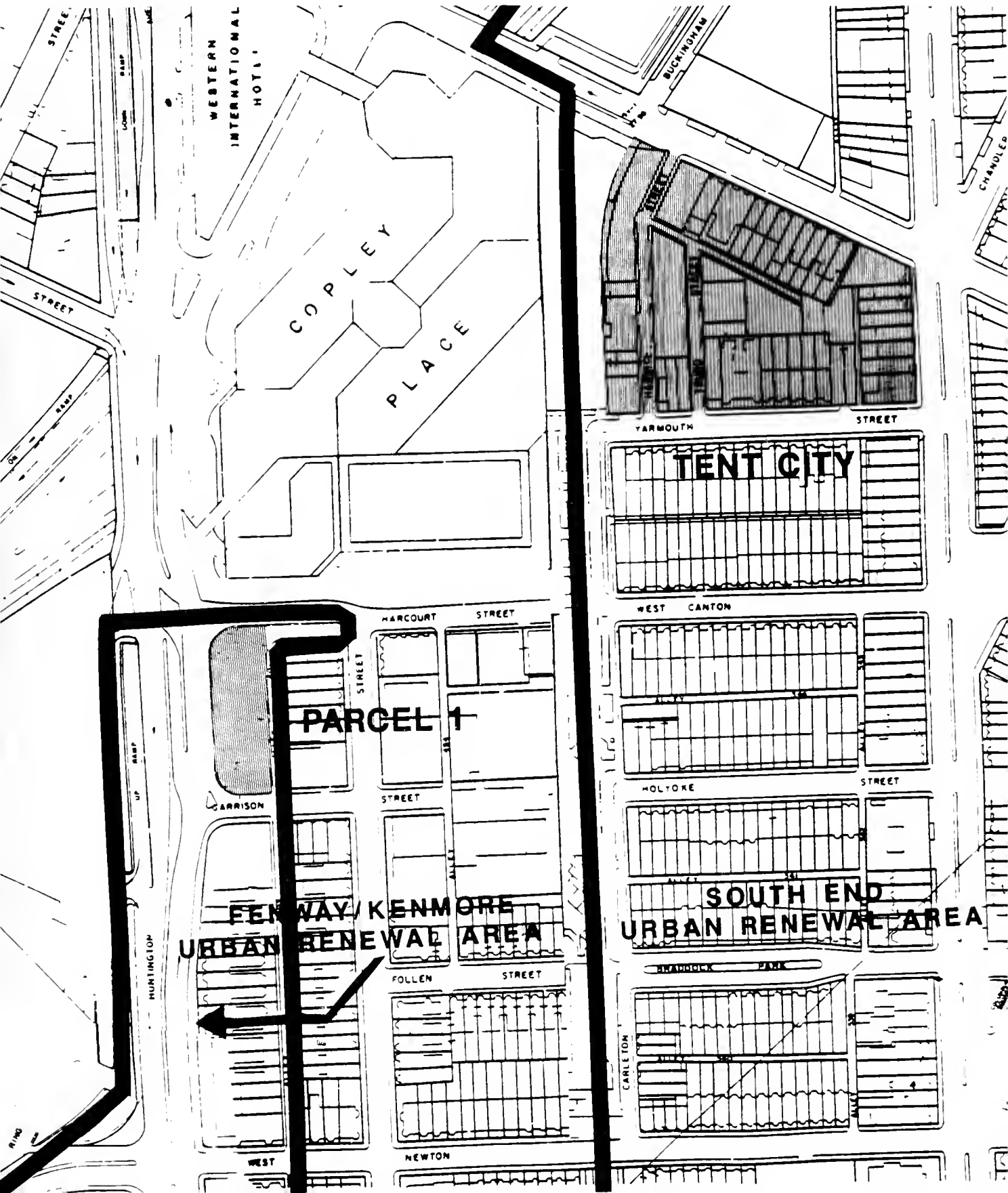
TENT CITY

SOUTH END URBAN RENEWAL AREA

FENWAY/KENMORE URBAN RENEWAL AREA

Streets labeled: Copley Place, Yarmouth Street, West Canton Street, Huntington Avenue, Garrison Street, Harcourt Street, Follen Street, Newton Street, Carleton Street, Ruggles Park, and others.

Other labels: Western International Hotel, Fenway/Kenmore Urban Renewal Area, and others.



HUNTINGTON AVENUE
(PUBLIC - VARIABLE WIDTH)



1 PARCEL (A) TO BE CONVEYED TO MASSACHUSETTS
TURNPIKE AUTHORITY
2 0 0 0 0 1 A SOUTHWEST CORRIDOR BASE



HUNTINGTON AVENUE, HARCOURT STREET, GARRISON STREET
BOSTON, MASSACHUSETTS

HEREBY CERTIFY THAT THIS IS A TRUE PLAN BASED ON FIELD SURVEYS AND LATEST DEEDS AND MAPS OF RECORD AND THAT THIS PLAN CONFORMS TO THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS

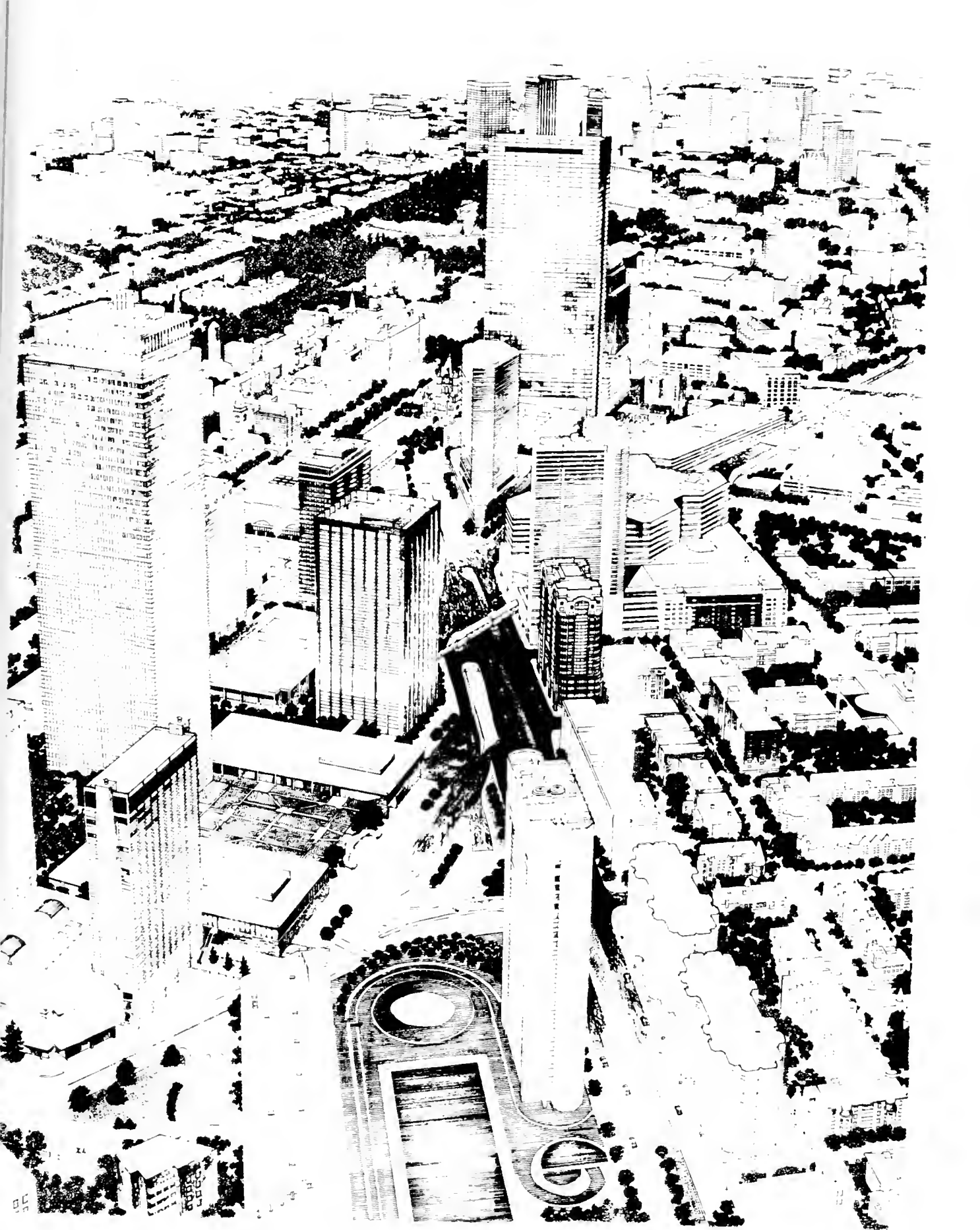
Richard E. Hubbard

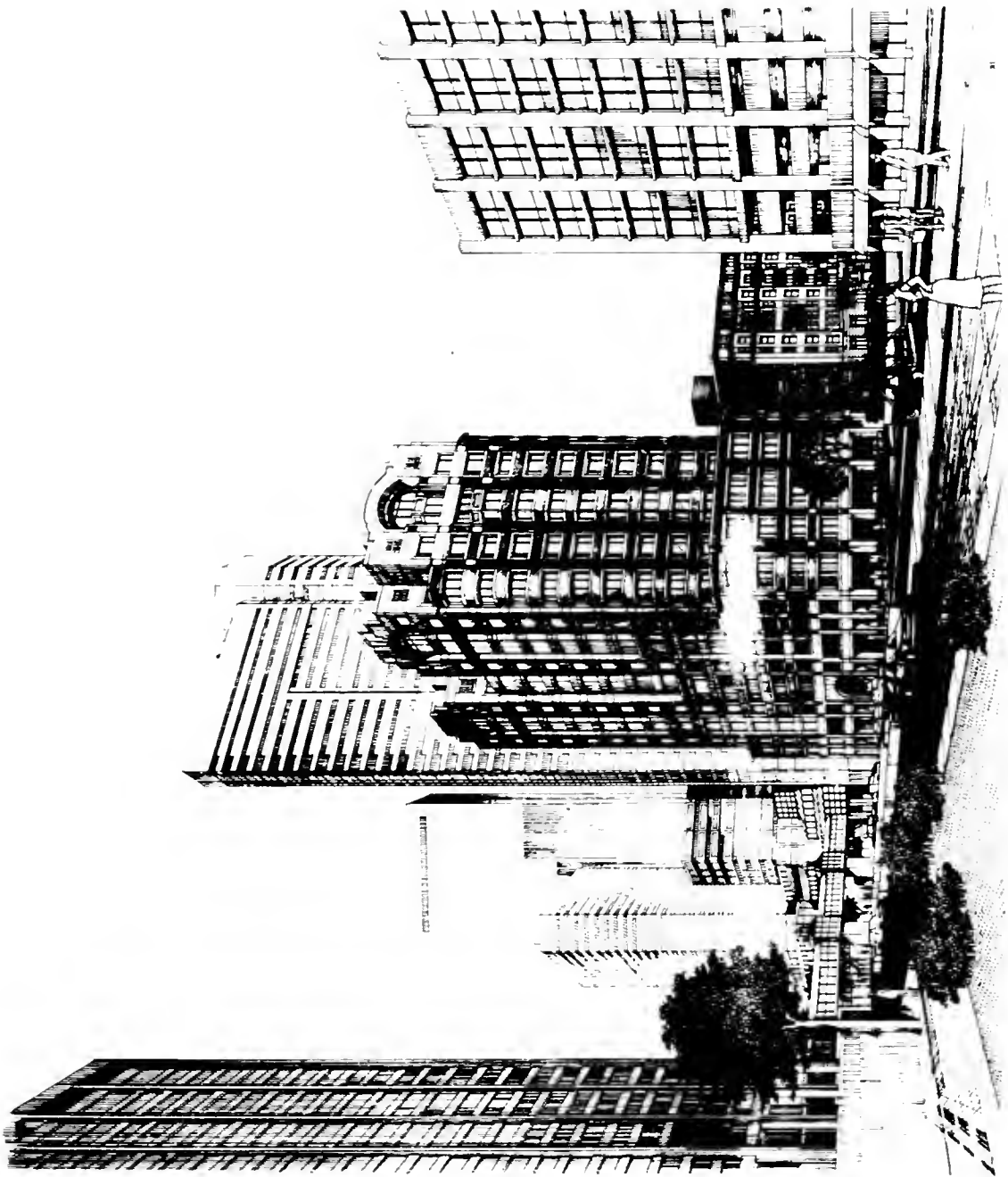
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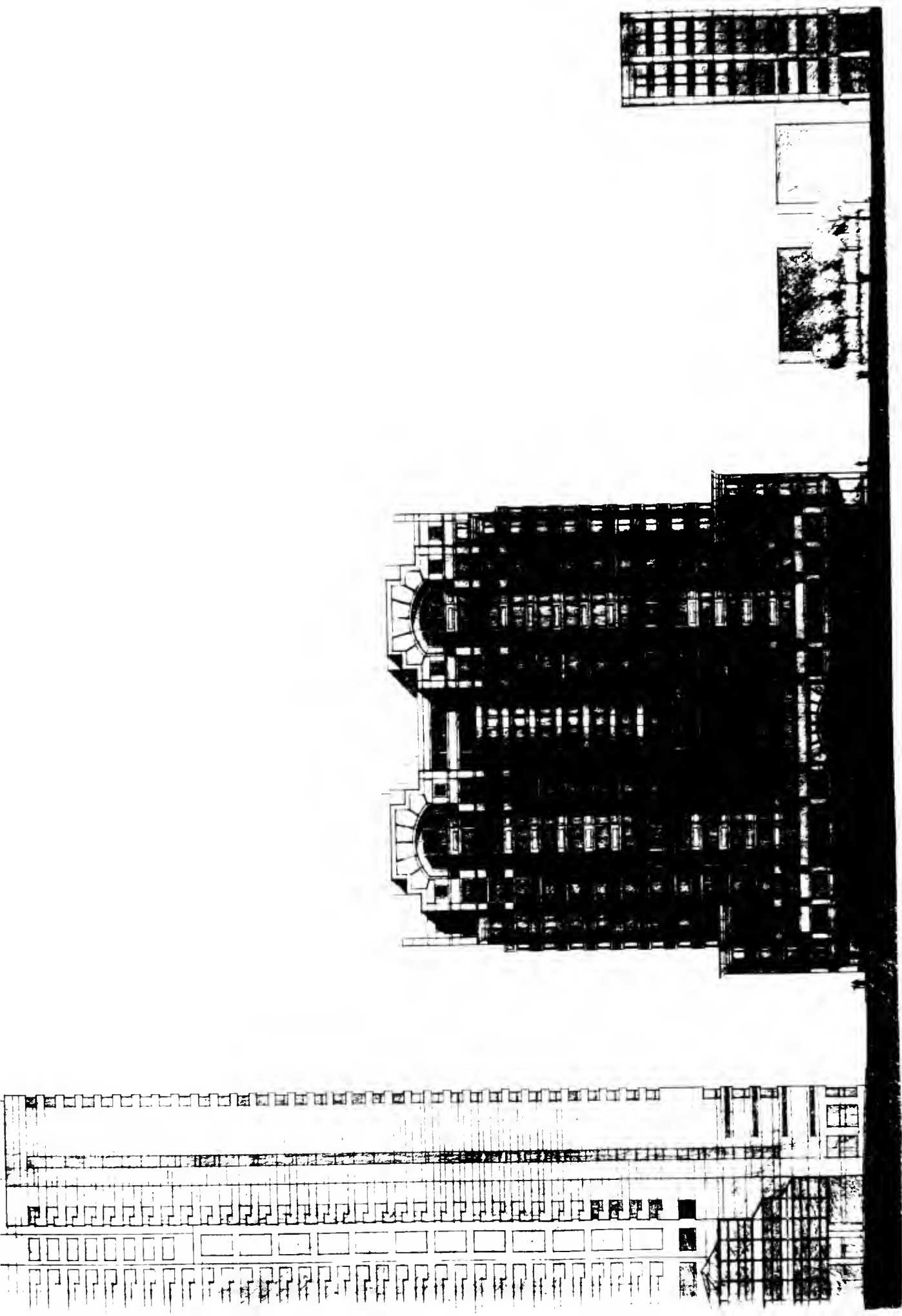
CULLINAN ENGINEERING CO., INC.

Auburn · Boston · Massachusetts

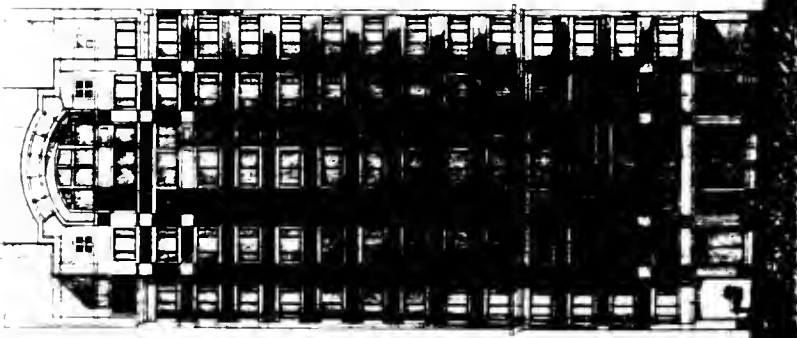
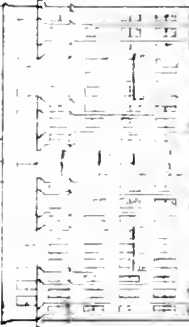
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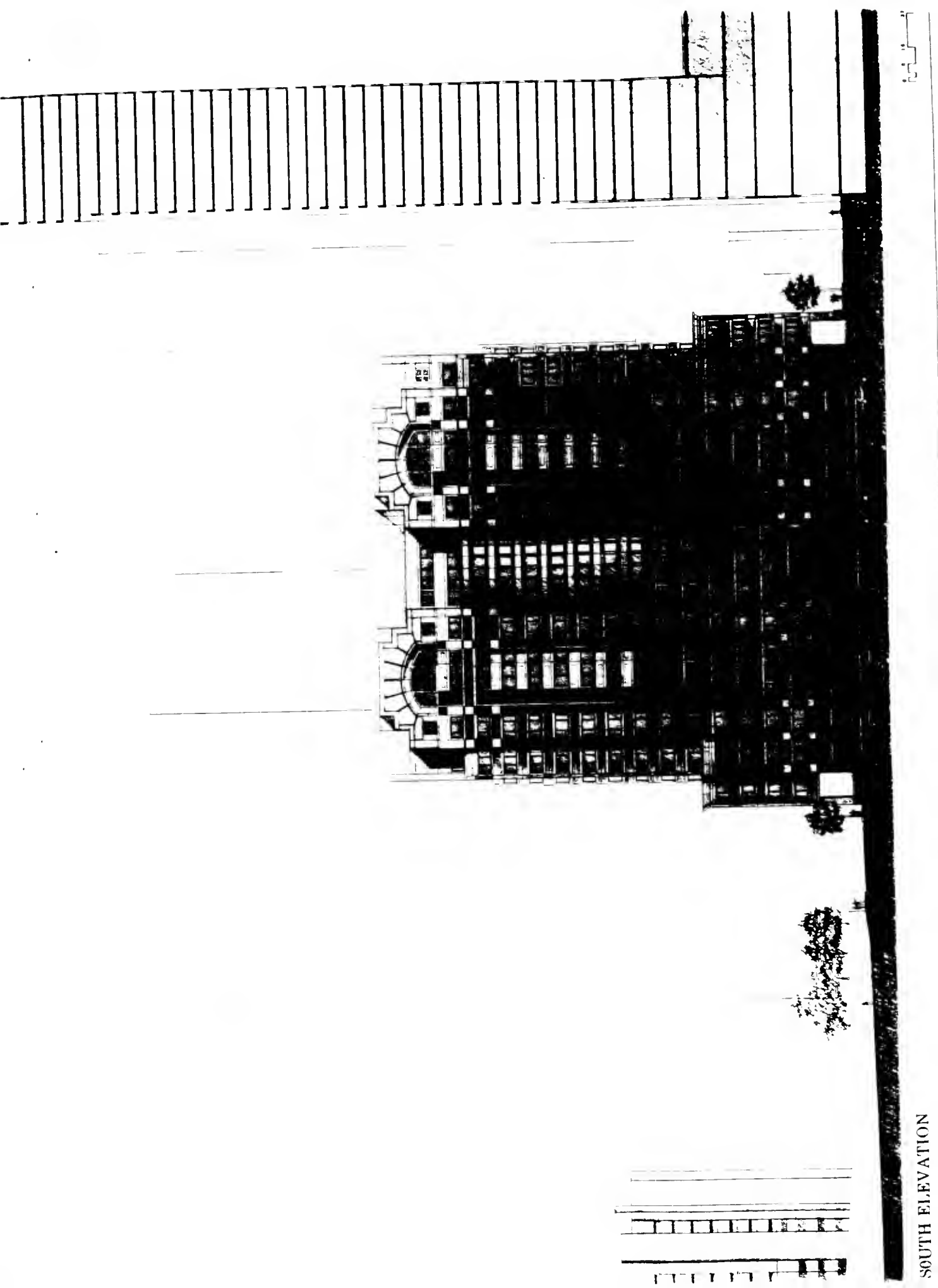




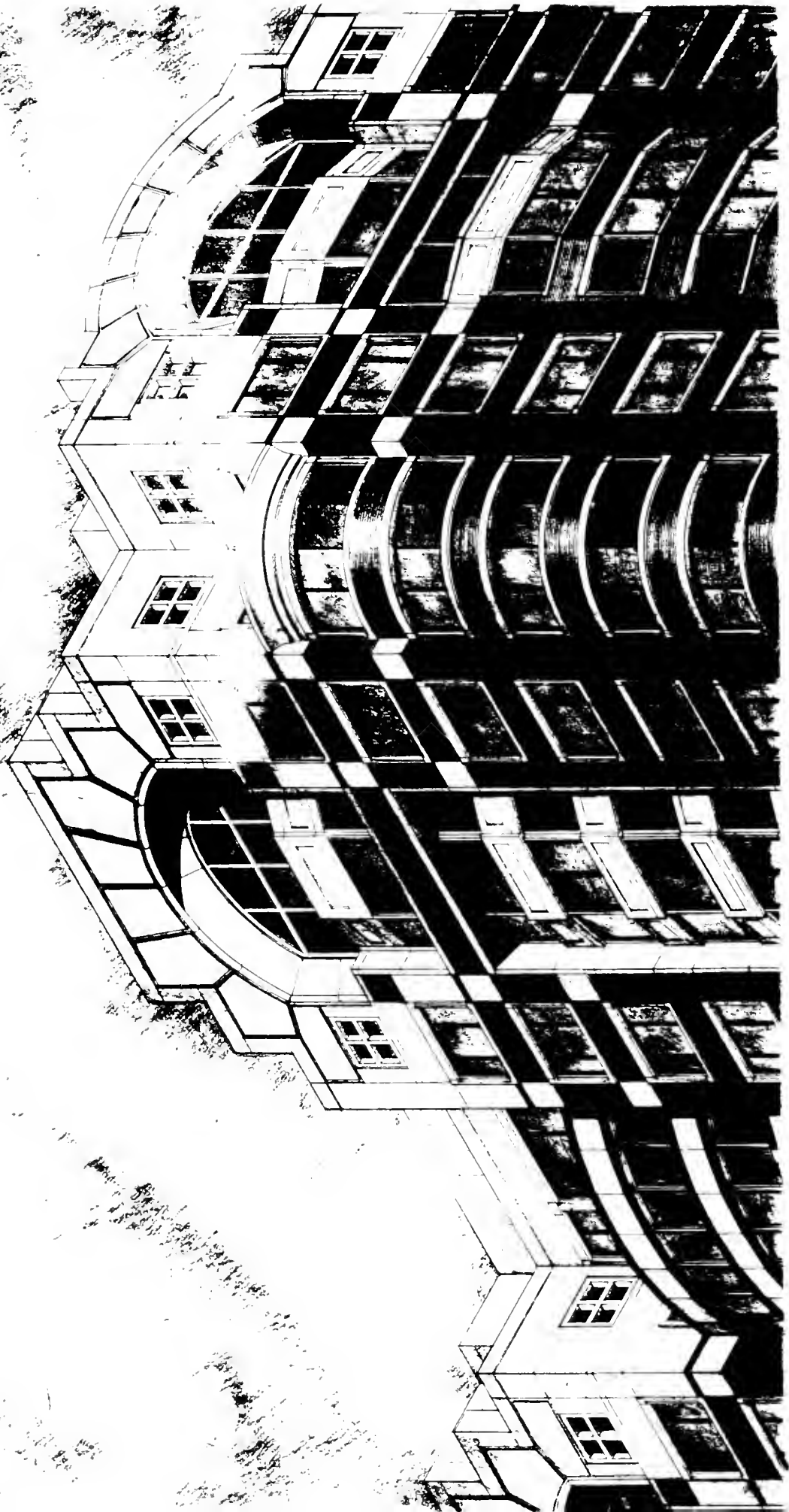


HUNTINGTON AVENUE ELEVATION





SOUTH ELEVATION



SOMETRIC OF BUILDING TOP



ARCADE PERSPECTIVE - EXTERIOR

DRAFT

BOSTON REDEVELOPMENT AUTHORITY

August 7, 1987

Development Impact Project Plan
116 Huntington Avenue
Boston, Massachusetts 02116

Developer: Urban Investment and Development Co., One Copley Place, Suite 600, Boston, Massachusetts 02142.

Architect: Childs, Bertman, Tseckares & Casendino, Inc., 306 Dartmouth Street, Boston, Massachusetts 02116.

Site Description: The project site is currently owned by the Massachusetts Turnpike Authority ("MTA") and the Boston Redevelopment Authority ("BRA"), and has been under this joint ownership since the early 1960's, when a portion of the site was acquired by the Boston Redevelopment Authority as part of the Fenway Urban Renewal Plan. The site is located at the eastern edge of this renewal area, just west of Copley Square and adjacent to the recently completed Copley Place mixed-use development. This approximately 20,000 square foot site is bounded by Harcourt Street, Huntington Avenue, Garrison Street, and Public Alley 401 (see Exhibit A). Much of the planned urban renewal has been completed. However, a few sites including the proposed project site remain available for development.

The project site has been vacant for over twenty years, since the Massachusetts Turnpike Authority acquired the parcel for the construction of the Massachusetts Turnpike Extension. In the recent past it has been used for staging and storage of equipment during the construction of Copley Place, and it has recently been converted to temporary a surface parking facility for 48 cars. At the time the Copley Place development was approved, it was contemplated that some form of commercial development would be undertaken at this site.

The proposed development of the project site entails the disposition of the currently vacant parcel to the Developer for the construction of a commercial building. This development will result from the transfer by the BRA of its portion of the site to the MTA, and the inclusion of this portion in the air-rights leased by the MTA to the Developer under the existing Copley Place air-rights lease. The BRA's disposition is pursuant to a Memorandum of Understanding dated December 31, 1985 between the Developer and the BRA (the "Memorandum of Understanding"). This agreement resulted from the following contributions by the Developer to the Tent City development:

- 1) the Developer's donation of twelve parcels of land containing approximately 76,000 square feet to the Boston Redevelopment Authority on the site known as "Tent City" (South End Urban Renewal Parcel 11);
- 2) the Developer's construction of a two-level 698-car underground garage on that site;
- 3) the Developer's agreement to set aside 129 parking spaces in the garage at below-market rents for use by residents of the low and moderate income housing to be built on the Tent City site;
- 4) the Developer's agreement to construct the necessary foundations to support the housing portion of the Tent City development; and
- 5) the Developer's agreement to operate and maintain the garage for thirty years.

But for these contributions the Tent City housing development, which will include more than 200 affordable housing units, would not have been possible.

In exchange for these contributions, the BRA agreed (a) that it will convey to the Developer or its designee a portion of the site, (b) that it would process development approvals for a building on the site, (c) that the Developer's contributions to the Tent City project shall be credited as housing creation contributions under the Zoning Code, and (d) to the extent that the development of the site did not adequately compensate the Developer for its contributions to Tent City, to provide alternate compensation.

General Description of Proposed Development and Uses: The 116 Huntington Avenue Project proposes the construction of a 16-story office building which contains approximately 265,576 gross s.f. of office and ground floor retail space. The project also proposes below grade parking of approximately 93 spaces. Access to the parking garage will be on Garrison Street, with service and delivery occurring from Harcourt Street.

Located on Huntington Avenue, a principal artery dominated by large-scale 20th century development, and also situated adjacent to an historic residential district of 19th century row-houses, the project has been designed to respond to those two different urban environments. The building consists of a granite and precast concrete low-rise base element with a street-level retail arcade. An articulated brick and limestone-colored precast concrete mid-section is highlighted by bay and bow windows, and two vertical elements rise from the mid-portion

of the facade and culminate at the decorative crown of the building. The project proposes a building that fills a gap in the Huntington Avenue development corridor, which includes the towers of the Christian Science Center, the Prudential Center, the Marriott Hotel, the Westin Hotel and the Hancock Building. At 200 feet, 116 Huntington Avenue will be a transitional structure standing adjacent to the 385 foot Marriott Hotel, the 85 foot Garrison Hall, and the 110 foot Colonnade Hotel. Directly across the street is the 300 foot high "Mini-Pru".

In addition to constructing a building which is sensitive to its urban context, the proposed project seeks to enhance the visual quality of the area by eliminating a vacant parcel currently used as a parking lot, and by helping to create a cohesive streetscape along a principal pedestrian and vehicular corridor.

Estimated Construction Time: Construction shall begin in January, 1988 with initial occupancy scheduled for the third quarter of 1989.

Projected Number of Employees: During construction, an estimated 350-400 construction jobs will be created. After completion, 116 Huntington Avenue will house approximately 1,000 to 1,200 permanent employees. The Developer has agreed to submit a plan detailing its plans to ensure that its construction manager, and those engaged by its construction manager use reasonable efforts to meet the following standards: (1) at least 50% of total employee worker hours in each trade will be by Boston residents; (2) at least 25% of total employee worker hours in each trade will be by minorities; and (3) at least 10% of total employee worker hours in each trade will be by women. The Developer will likewise formulate an Employment Opportunity Plan, which plan will detail Developer's good faith efforts to achieve a goal that 50% of the permanent employment opportunities created by the Project will be made available to Boston residents.

Development Impact Project Contribution: As required by Article 26A-3 of the Boston Zoning Code, the Developer will enter into a Development Impact Project Agreement (the "Agreement") with the Boston Redevelopment Authority (the "Authority") with respect to the Housing Contribution and the Jobs Contribution required by Articles 26A and 26B of the Code.

The amount of the Housing Contribution shall be an amount equal to the number of square feet of gross floor area in the Building (as gross floor area is defined by the Boston Zoning Code) which exceeds 100,000 square feet of gross floor area multiplied by \$5.00. At the present time, it is anticipated that the amount of the Housing Contribution will be \$827,880, based on a gross floor area in the Building of 265,576 square feet.

The amount of the Jobs Contribution shall be an amount equal to the number of square feet of gross floor area in the Building (as gross floor area is defined in the Boston Zoning Code) which exceeds 100,000 square feet of gross floor area multiplied by \$1.00. At the present time, it is anticipated that the amount of the Jobs Contribution will be \$165,576, based on a gross floor area in the Building of 265,576 square feet.

Pursuant to the terms of the Agreement and the Memorandum of Understanding, the Developer has already made a contribution valued in excess of \$12 million. The Neighborhood Housing Trust has recommended to the Authority that this contribution be accepted as a Housing Creation Contribution in satisfaction of the Developers' obligations under Article 26A of the Zoning Code.

Proposed Traffic Circulation: The anticipated vehicular traffic to be generated by employees and visitors to the Building will not substantially affect traffic operations in the project area. Although a number of project area intersections are expected to experience congestion in 1989, these conditions are associated with existing development, existing roadway deficiencies and various development projects in the vicinity planned for completion by that date. The proposed project represents only a small increment of the overall 1989 traffic system in the project area.

Parking and Loading Facilities: 93 accessory parking spaces will be provided in three underground levels, with access to the parking area from Garrison Street.

Analysis of parking supply and demand indicates that some project-related parking will take place in other project area parking facilities. Due to the high cost of parking, however, it is likely that some employees who might otherwise drive would shift to transit usage. Projections regarding increased transit usage resulting from the project indicate that increased volume on the MBTA transit system represents a 0.4 percent increase in the transit ridership levels. It is anticipated that by 1989, the transit system will have adequate capacity to handle this small increase in ridership.

An off-street truck loading facility should minimize potential Huntington Avenue congestion from truck parking and loading. The loading entrance will be situated on Harcourt Street, opposite the Copley Place truck entrance. Although Harcourt Street will likely be congested at times, this will not adversely impact the neighboring residential neighborhood, because Harcourt has been blocked off for several years to reduce traffic on Garrison Street and adjacent streets. As a result, Harcourt Street provides access only to the truck entrances at Copley Place and to the Project Site.

Access to Public Transportation: The proposed project is well served by public transportation including the Green Line and Orange Line subways, commuter rail and bus service.

The MBTA Green Line routes B, C, D, and E provide light rail service between the project area and the inner west and southwest suburbs and North Station and beyond. Public transportation in this area is also well developed and utilized. The MBTA Green Line routes B, C, and D run under Boylston Street with stations at Copley Square and Massachusetts Avenue. The Huntington Avenue branch of the Green Line (Route E) has stations at Prudential Center and Symphony Hall. Back Bay Station, located on Dartmouth Street to the east of the project area, currently accommodates commuter rail service between downtown Boston and the western suburbs.

The Orange Line, which currently operates along Washington Street in the South End, when relocated to the Southwest Corridor and opened in 1987, will provide an improved transit connection between the project area and the northeast and southwest inner suburbs. The Southwest Corridor alignment is situated between and runs directly parallel to St. Botolph Street and Columbus Avenue.

Commuter rail service, with a stop at Back Bay Station on Dartmouth Street, serves the Framingham Branch and, when Southwest Corridor construction is completed, will serve the Stoughton, Franklin, Needham and Attleboro Branches as well. It will also serve as a Amtrak station.

Bus service to the area is good with six routes serving Copley Square, two blocks west of the project site. One local MBTA route (#68) passes in front of the site. Headways on the bus lines vary from 8 to 25 minutes depending on the time of day. In addition, MBTA express routes 302 (Watertown), 310 (Needham), and 310 (Roslindale Square), and local bus route 68 (Boston City Hospital) terminate at Copley Square approximately two blocks east of the project site.

Open Space and Landscaping: Although the Building covers most of the site, protected open space will be provided on Huntington Avenue by a walkway arcade.

Design Development Drawings: Design development drawings have been completed by the Architect and are listed on Exhibit B. As in the case of any project of the size and scope of the proposed building, minor changes may be made to these drawings; however, these changes will not cause any increase to the height of the Building or to the gross floor area of the Building nor will they significantly alter the exterior appearance of the Building.

Design Review: The Developer has over the last year met with abutters and with representatives of the following neighborhood, preservation and other special interest groups to present the design concepts and to respond to comments and concerns:

Boston Society of Architects
Back Bay Association
The Druker Company
Prudential Development Corporation
St. Botolph Citizens' Committee, Inc.
Copley Place Cooperative Corporation
The Marriott Hotel
Christian Science Church
Massachusetts Historical Commission
Tent City Corporation
Neighborhood Association of the Back Bay
Boston Preservation Alliance
Building and Construction Trades Council

Special consideration was given to the concerns identified by the St. Botolph Citizens' Committee, Inc. and numerous meetings were held to identify and respond to the neighborhood's concerns. These include eight public meetings between the Developer and the St. Botolph Citizens' Committee, several meetings between Skidmore, Owings and Merrill (the environmental consultant for the Project) and the St. Botolph Citizens' Committee, and numerous additional informal conferences and meetings.

In response to the concerns in the St. Botolph Citizens Committee, the Developer has reduced the height of the building from 31 stories to 23 stories to 21 stories to 18 stories and finally to 16 stories, the height of the Proposed Project, which represents a reduction from 351 feet to 200 feet. In connection with these reductions, the Developer has completely redesigned the building at 21 stories, 18 stories and 16 stories, and has studied the implications of a 12 story building. In response to neighborhood concerns, the Developer has also eliminated a pedestrian bridge to Copley Place, has made significant facade changes, has upgraded the arcade and has agreed to provide community-related retail space on the ground floor. In addition, the Developer has proposed committing at least 30 parking spaces in the Building's underground garage for use by residents of the St. Botolph neighborhood during evening and weekend hours, at an initial below-market rate of approximately \$70 to \$75 per space per month. The Developer has also given special consideration wherever possible in the Environmental Impact Report to the neighborhood's concerns.

All design plans for the Building will be subject to design review in accordance with the Authority's Development Review Procedures.

Summary of Environmental Impact Report: An Environmental Impact Report - EOE #5777 - was prepared to study the environmental effects of the proposed 116 Huntington Avenue Project. The analysis indicates that the proposed Project will not substantially affect the surrounding area studied by the report. A summary of the conclusions from the Final Environmental Impact Report is attached hereto as Exhibit D. On May 4, 1987, the Secretary of Environmental Affairs issued a certificate stating that the Project adequately and properly complies with the Massachusetts Environmental Policy Act. A copy of the Secretary's Certificate is attached as Exhibit E.

Proposed Uses: The portion of the Building which is above grade shall be used for retail and office purposes which are allowed uses in the B-2 Zoning District and which are consistent with the uses permitted on the site under the Fenway Urban Renewal Plan, as amended. The establishment of approximately 93 accessory off-street parking spaces in three levels of underground parking is a conditional use in a restricted parking district under Section 8-7 of the Zoning Code, and will require a conditional use permit from the Board of Appeal.

Zoning: The site is located entirely within the B-2 Zoning District. In order to develop the Project, the Developer will require approvals from the Board of Appeals with respect to the following:

1. The Building will have a floor-area ratio of approximately 12.78 in B-2 Zone.
2. The Building will have 93 parking spaces. Because the Building is located in a Restricted Parking District, a conditional use permit may be required for an off-street parking facility.
3. Other miscellaneous approvals may be needed.

A hearing before the Zoning Board of Appeal on the requested approvals will be scheduled in the near future.

Density: The gross floor area and floor area ratio calculations for the Building are attached hereto as Exhibit C.

EXHIBITS TO DEVELOPMENT IMPACT PROJECT PLAN

- Exhibit A - Copy of Plan of the Site
- Exhibit B - List of Principal Design Development Drawings
- Exhibit C - Calculation of Gross Floor Area
- Exhibit D - Summary of Environmental Impacts
- Exhibit E - Certificate of Secretary of Environmental Affairs regarding Compliance with MEPA

116 Huntington Avenue
Project Area Map

EXHIBIT A

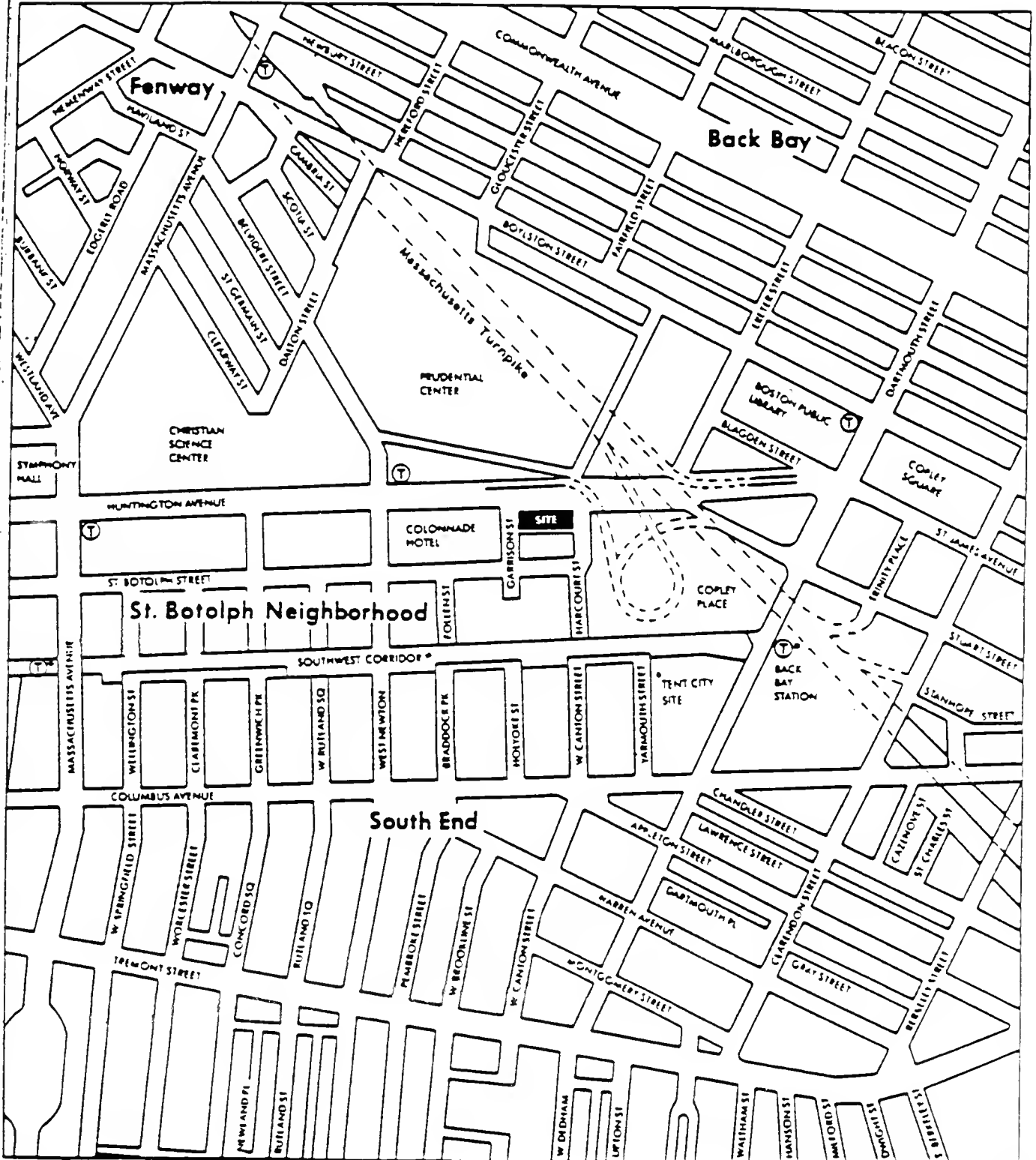


EXHIBIT B

PRINCIPAL DESIGN DEVELOPMENT DRAWINGS

The following is a list of design development drawings of 116 Huntington Avenue, Boston, Massachusetts, prepared by Childs, Bertman, Tseckares & Casendino, Inc.

L-1	TOPO PLAN
L-2	NEIGHBORHOOD SITE PLAN
L-3	SITE PLAN
A-1	FLOOR PLANS
A-2	FLOOR PLANS
A-3	GROUND FLOOR PLAN
A-4	HUNTINGTON AVE. ELEVATION
A-5	GARRISON AVE. ELEVATION
A-6	REAR ELEVATION
A-7	SECTION A-A
A-8	SECTION B-B
A-9	CROSS SECTION
A-10	PARTIAL WALL SECTIONS
A-11	UTILITY FLOOR PLAN
A-12	WALL SECTIONS
A-13	ARCADE SECTIONS
A-14	ISOMETRIC-BUILDING TOP
A-15	ARCADE PERSPECTIVE
A-16	ARCADE PERSPECTIVE

Exhibit C

Gross Floor Area Calculations

First Floor	13,809 s/f
Second Floor	17,665 s/f
Third Floor	19,251 s/f
Fourth Floor	19,251 s/f
Fifth Floor	19,251 s/f
Sixth Floor	16,469 s/f
Seventh Floor	16,469 s/f
Eighth Floor	16,589 s/f
Ninth Floor	16,279 s/f
Tenth Floor	16,279 s/f
Eleventh Floor	16,279 s/f
Twelfth Floor	16,279 s/f
Thirteenth Floor	16,279 s/f
Fourteenth Floor	16,127 s/f
Fifteenth Floor	14,865 s/f
Sixteenth Floor	<u>14,435</u> s/f
TOTAL	265,576 square feet

VS-5779/r

EXHIBIT D
Skidmore, Owings & Merrill

116 HUNTINGTON AVENUE
ENVIRONMENTAL IMPACT REPORT SUMMARY

TRANSPORTATION	Analysis of traffic, parking and transit effects indicates that the Project will not substantially affect area traffic operations.
VISUAL QUALITY	<p>The Project's height and bulk provide a transition from nearby high-rise development to moderate-height buildings along Huntington Avenue.</p> <p>The visual effect of the Project at the edge of the St. Botolph Street district will be minimal due to numerous high-rise buildings now visible from the district.</p>
HISTORIC	The Project responds sympathetically to 19th century buildings along St. Botolph Street, using stepped elements to reduce apparent mass, architectural elements and materials similar to those in the district, and a low-rise base corresponding to the height of adjacent historic structures.
WIND	Wind tunnel testing conducted at MIT indicates that ground-level winds in the area will remain unchanged or decrease slightly.
SHADOW	No new shadow will be cast on the St. Botolph Street district, and public areas of the Prudential Center complex will be partially shaded only during limited periods.
GEOLOGY AND GROUNDWATER	The use of a concrete mat foundation will involve no pile driving. The use of a slurry wall will hydraulically isolate the site and minimize groundwater effects.
WATER AND SEWER	Consultation with the Boston Water and Sewer Commission indicates that area sewers can accommodate project-related flows, and that the existing water supply system is adequate for Project needs.
CONSTRUCTION	<p>A wide range of mitigation measures requested by the community will be used during construction.</p> <p>A community liaison, periodic memoranda, and periodic community meetings will be used to communicate with local residents regarding construction processes.</p>



Vanasse Hangen
60 Birmingham Parkway
Boston, Massachusetts 02105
617 783-7000

August 13, 1987
Ref. #1647

Consulting Engineers
& Planners

116 HUNTINGTON AVENUE
TRANSPORTATION ACCESS PLAN

FINDINGS OF ENVIRONMENTAL IMPACT REPORT

- Project traffic impacts are small: 60% of the trips via transit/walk; 40% by auto. No significant impact on traffic operating conditions at key study area intersections.
- Small impact expected on area traffic operations and on St. Botolph St. neighborhood.
- Long term parking needs (employees) can be met in building, at Copley Place and at Tent City.
- Project has only minimal impact on public transportation.

TRANSPORTATION MITIGATION MEASURES

- Demand Reduction
 - Excellent access to Transit/Commuter Rail at Copley Place
 - Promotion of car/vanpooling with Caravan
 - On-site T Pass sales
 - Accommodation of bicycles
- Traffic Operations
 - 6 Neighborhood circulation alternatives studied and evaluated with the Boston Transportation Department
 - Signal timing/parking changes suggested to improve traffic flow
 - Off street loading/restrictions on deliveries
 - Harcourt St. barrier improvement
- Parking
 - Overnight garage parking for neighborhood residents' cars
- Access Plan
 - Coordination with Caravan
 - Promotion of car and vanpools
 - On site transportation coordinator
 - T pass subsidy for building employees
 - Encourage flextime
 - Construction management plan
 - Development of access goals and reporting system
 - Monitoring/coordination with Transportation Dept.

DRAFT

DEVELOPMENT IMPACT PROJECT AGREEMENT
and
HOUSING CREATION OPTION AGREEMENT
-for-
116 HUNTINGTON AVENUE
BOSTON, MASSACHUSETTS

This AGREEMENT is dated as of _____, 1987 between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter "Authority"), and URBAN INVESTMENT AND DEVELOPMENT CO., having an address of One Copley Place, Suite 600, Boston, Massachusetts 02116 and its successors, assigns and legal representatives (hereinafter "Applicant");

WHEREAS, the Applicant proposes to construct a sixteen-story building with three levels below grade on the premises located at 116 Huntington Avenue, Boston (the "Premises") for office, retail, and accessory parking uses (such building and proposed uses therein being referred to herein as the "Project");

WHEREAS, the Premises is a parcel of land containing approximately 20,000 square feet, upon which will be located the building containing approximately 265,576 square feet of gross floor area;

WHEREAS, the Applicant recognizes that the construction of the Project may have an indirect impact on the costs of housing in the City of Boston;

WHEREAS, the Applicant recognizes that the construction of the Project may result in the creation of new jobs, which in turn may require the creation of new job training programs or the expansion of existing programs;

WHEREAS, the Applicant and the Authority have entered into a Memorandum of Understanding dated December 31, 1985 (the "Memorandum of Understanding") pursuant to which the Applicant has made certain contributions to the development of the Tent City Project (South End Urban Renewal Parcel 11), which contributions are described therein and in this Agreement, and the Authority has agreed that such contributions shall be considered Development Impact Project Contributions under the Zoning Code;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 - DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the Authority a Development Impact Project Plan (hereinafter "Plan"), and after a public hearing held on _____, 1987 notice of which was published in _____ on _____, 1987, the Authority approved the Plan on _____, 1987.

Further, the parties hereby acknowledge and agree that, by no means and in no manner shall this Agreement or the covenants or obligations of the parties set forth herein be deemed a condition of or contingency to any zoning permits, variances, exceptions or other relief granted in connection with the Project and that any such zoning permits, variances, exceptions or other relief shall not be deemed conditioned or contingent upon this Agreement.

ARTICLE 2 - DEVELOPMENT IMPACT PROJECT CONTRIBUTION-HOUSING

2.1 Calculation of Housing Contribution. The parties hereby acknowledge that the Project will include retail and office uses. It is anticipated that the gross floor area of the Project devoted to one or more such uses in the aggregate will be 265,576 gross square feet, based upon schematic drawings for the Project. The amount of the Housing Contribution is calculated by multiplying each square foot of gross floor area in the Project in excess of 100,000 square feet by \$5.00 (the "Housing Formula"). Under the Housing Formula, it is anticipated that the amount of the Housing Contribution will be \$827,880.

2.2 Payment of Housing Contribution. Pursuant to the terms of the Memorandum of Understanding and to a ground lease between the Authority and the Applicant dated as of March 7, 1986 (the "BRA-Urban Ground Lease"), the Applicant has made the following contributions to the Tent City development

- (a) the Applicant has donated twelve parcels of land to the Authority on the Tent City site;
- (b) the Applicant has constructed a two-level 698 car below-ground garage;
- (c) the Applicant has dedicated 129 spaces at below-market rents for exclusive use by residents of the low and moderate income housing to be built on the Tent City site;

- (d) the Applicant has constructed the necessary foundations to support such housing; and
- (e) the Applicant has agreed to operate and maintain the housing portion of the garage for 30 years.

But for these contributions, the Tent City housing development, which will include approximately 202 low and moderate-income apartments on South End Urban Renewal Parcel 11, would not have been possible. These housing units will be constructed pursuant to plans referenced in the BRA-Urban Ground Lease and in a ground lease between the Authority and Leighton Park Limited Partnership dated as of March 7, 1986. The value of these contributions to the creation of low and moderate housing units is estimated to be in excess of \$12,000,000, and is set forth in detail on Exhibit A hereto.

2.3 Housing Creation Approval. The Applicant's Housing Creation Proposal is fully and adequately set forth in the Memorandum of Understanding, the BRA-Urban Ground Lease and the Sublease Agreement for Garage Facilities between the Applicant and Leighton Park Limited Partnership dated as of March 7, 1986 (the "Housing Garage Sublease"), and the cost certification attached hereto as Exhibit A. The Neighborhood Housing Trust has recommended to the BRA that this proposal be approved, and that such documents constitute a Housing Creation Agreement acceptable to the Authority. The Authority hereby authorizes the Director to issue a Certificate of Compliance with respect to the Housing Creation Agreement upon the request of the Applicant.

2.4 Waiver of Contribution. If a building permit is not granted for every part of the Project, or if construction of any part of the Project is abandoned after a building permit is obtained prior to the commencement of substantial construction or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Contribution with respect to the Project or part thereof.

2.5 Credit Towards Housing Contribution. If there shall hereafter be imposed by the City of Boston any contribution, assessment, levy, excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially similar to the purposed recited in this agreement, amounts payable hereunder by Applicant shall be credited against such contribution, assessment, levy, excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such contribution, assessment, levy, tax or excise, the obligations of the Applicant hereunder, to the extent of the amount of such contribution, assessment, levy, tax or excise, shall cease and be of no further force and effect.

ARTICLE 3 - DEVELOPMENT IMPACT PROJECT CONTRIBUTION-JOBS

3.1 Jobs Contribution Grant. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a Jobs Contribution Grant (hereinafter "Jobs Contribution") in the amount as calculated and set forth in Section 3.5 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Jobs Contribution, in whole or in part, by creating or by contributing to the creation of a job training program for workers who will be employed, on a permanent basis, at the Project, as described in Section 3.2 of this Agreement, (hereinafter "Jobs Creation Option"), by payments made in accordance with Section 3.3 of this Agreement, (hereinafter "Jobs Payment Option"), or by a combination of both the Jobs Creation Option and the Jobs Payment Option, as described in Section 3.4 of this Agreement.

3.2 Jobs Creation Option. If the Applicant shall elect to contribute to the creation of a job training program for workers who will be employed, on a permanent basis, at the Project, the Applicant shall submit a proposal in writing to the Director of the Mayor's Office of Jobs and Community Services. Such proposal, if submitted on or before the Jobs Payment Date, as defined in Section 3.6 of this Agreement, and if approved by said Director, shall satisfy the requirement of the Jobs Contribution as set forth in Section 3.1 of this Agreement.

3.3 Jobs Payment Option. If the Applicant shall not have elected the Jobs Creation Option prior to the Jobs Payment Date, the Applicant shall contribute money payments, with such payments to be paid to the Collector-Treasurer of the City of Boston acting as custodian of the Neighborhood Jobs Trust pending acceptance of such payments by the Neighborhood Jobs Trust. The payments shall be made in two (2) equal annual installments, unless the Jobs Payment Option is converted to the Jobs Creation Option as provided in Section 3.4. The first installment of the Jobs Payment Option shall be due and payable on the Jobs Payment Date, and the second installment shall be due and payable on the next following anniversary date of the Jobs Payment Date. In the alternative, the Applicant may elect to make payment under the Jobs Payment Option in a single installment, due and payable on the Jobs Payment Date, in an amount equal to the total amount of the Jobs Contribution which would otherwise be paid in two (2) equal annual installments, discounted to represent the present value of such two (2) equal annual installments if paid in a single installment on the Jobs Payment Date.

3.4 Conversion to Jobs Creation Option After Jobs Payment Date. If, after the Jobs Payment Date but before having paid all of the installments due under the Jobs Payment Option, the Applicant shall desire to elect the Jobs Creation Option, the Applicant shall submit a proposal in writing to the Director of the Mayor's Office of Jobs and Community Services. Such proposal, if approved by said Director, shall satisfy the obligation of the Applicant to make any remaining annual installment payments due under the Jobs Payment Option and shall satisfy the provisions of the Jobs Contribution requirement.

3.5 Calculation of Jobs Contribution. The parties hereby acknowledge that the Project will include retail and office uses. It is anticipated that the gross floor area of the Project devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet; the gross floor area devoted to such uses is expected to be \$265,576 gross square feet, based upon schematic drawings for the Project. The amount of the Jobs Contribution is calculated by multiplying each square foot of gross floor area in the Project in excess of 100,000 square feet by \$1.00 (the "Jobs Formula"). Under the Jobs Formula, it is anticipated that the amount of the Jobs Contribution will be \$165,576. The parties acknowledge that the amount of the Jobs Contribution is based upon gross floor area as estimated in the Plan. If the gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) differs on the Jobs Payment Date from the above-stated estimate, the Jobs Contribution shall be the amount required under the Jobs Formula.

3.6 Jobs Payment Date. The Jobs Payment Date shall be the date of issuance of the final building permit.

3.7 Waiver of Contribution. If a building permit is not granted for any part of the Project, or if construction of any part of the Project is abandoned after a building permit is obtained prior to the commencement of substantial construction, or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Contribution with respect to the Project or part thereof.

3.8 Credit Toward Jobs Contribution. If there shall be hereafter be imposed by the City of Boston any contribution, assessment, levy, excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially similar to the purposes recited in this Agreement, amounts payable hereunder by Applicant shall be credited against such contribution, assessment, levy, excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such contribution, assessment, levy, tax or excise,

the obligations of the Applicant hereunder, to the extent of the amount of such contribution, assessment, levy, tax or excise, shall cease and be of no further force and effect.

ARTICLE 4 - RESIDENT CONSTRUCTION EMPLOYMENT PLAN

4.1 Boston Residents Construction Employment Standards. The Applicant shall submit a plan, to be known as a Boston Residents Construction Employment Plan to the Director of the Authority, which plan shall set forth in detail the Applicant's plans to ensure that its construction manager, and those engaged by its construction manager for construction of the Project on a craft by craft basis, shall use reasonable efforts to meet the following Boston Residents Construction Employment Standards: (1) at least 50 percent of the total employee workerhours in each trade shall be by bona fide Boston residents; (2) at least 25 percent of the total employee workerhours in each trade shall be by minorities; and (3) at least 10 percent of the total employee workerhours in each trade shall be by women. The Applicant shall include in the plan provisions for monitoring, compliance and sanctions. The Applicant shall submit the plan within three months from the execution of this Agreement, and in an event prior to the issuance of a building permit. Further, the applicant acknowledges that the provisions of this article and of the approved Plan may be enforced by the Boston Employment Commission or similar agency of the City of Boston as shall be designated by the Authority.

4.2. Workerhours Defined. For purposes of this Article, workerhours shall include on-the-job training and apprenticeship positions.

ARTICLE 5 - EMPLOYMENT OPPORTUNITY PLAN

5.1 Employment Opportunity Plan. The Applicant shall formulate an Employment Opportunity Plan, which plan shall provide for the applicant's good faith efforts to achieve a goal that 50% of the permanent employment opportunities created by the Project shall be made available to Boston residents. The Applicant shall submit the Plan to the Director within three (3) months from the execution of this Agreement.

ARTICLE 6 - LIABILITY

6.1 Scope of Applicant's Liability. The Authority agrees to look solely to the interests from time to time on the Project that are subject to this Agreement as more fully described in the Plan, whether owned by the Applicant or its successors or assigns, as the case may be, for any claim against the Applicant or its successors arising under this Agreement in connection with the Project.

6.2 No Personal Liability. Subject to the provisions contained in 7.5 of this Agreement, neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns shall be personally or individually liable under this Agreement, nor shall it or they be liable beyond the extent of its or their interest in the Project.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of The Commonwealth of Massachusetts, and sets forth the entire agreement between the parties with respect to the subject matter contained herein. This Agreement is binding and enforceable under contract law upon, and inures to the benefits of the parties, their successors, assigns, and legal representatives, including, without limitation, any successor owner of the Project and the Authority notwithstanding any subsequent amendment or change in any policy of the Authority or any amendment or repeal of all or any portion of the Boston Zoning Code or court decision having the effect of an amendment or repeal of all or any portion of the Boston Zoning Code and notwithstanding any change or amendment of the Housing Formula or the Jobs Formula by the Authority.

7.2 Compliance with Development Impact Project Plan. The Authority hereby acknowledges approval of the Plan attached hereto as Exhibit A, as voted by the Authority on _____, 1987. The Applicant hereby agrees to proceed with the Project in accordance with the Plan.

7.3 Notice. All notices under this Agreement must be in writing and delivered in hand or mailed, postage prepaid, by registered or certified mail, return receipt requested, to the parties at the following addresses:

Authority: Boston Redevelopment Authority
Director's Office
City Hall Square
Boston, MA 02201

With copies to: Boston Redevelopment Authority
Chief General Counsel
City Hall Square
Boston, MA 02201

Applicant: Urban Investment and
Development Co.
One Copley Place
Boston, MA 02116
Attention: Rudolph K. Umscheid

With copies to: A. Jeffrey Dando, Esquire
Goodwin, Procter & Hoar
Exchange Place
Boston, MA 02109

7.4 Titles. The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

7.5 Transfer of Interest. Rights and interests accorded by this Agreement shall not assigned, delegated, subcontracted or in any way transferred by the Applicant without prior written notice to the Authority.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel

By: _____
Stephen Coyle, Director
Hereunto duly authorized

URBAN INVESTMENT AND
DEVELOPMENT CO.

By: _____
Its: _____

VS-5778/r

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